City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, September 2, 2014 | **6:00 PM** | **Council Chambers**

CITY COUNCIL
CLOSED SESSION AGENDA
SEPTEMBER 2, 2014
5:45 P.M.

A. CALL TO ORDER

B. CLOSED SESSION

B. 1 Conference with Labor Negotiators , Pursuant to Government Code Section 54957.
Agency Designated Representatives: Paul Navazio
Employee Organization(s): Confidential Unit

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
SEPTEMBER 2, 2014
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS-PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed for public hearing on this agenda. Speakers are requested to use the microphone in front of the Council and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Mayor may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Council Members and Staff to make comments and announcements, to express concerns, or to request Council's consideration of any items a Council Member would like to have discussed at a future Council meeting.

14-345 SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Attachments: Council Long Range Calendar

F. MINUTES

14-349 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of August 19, 2014.

Attachments: 08_19_14_DRAFT_Meeting_Minutes_for_approval

G. PRESENTATIONS

1. 14-294 SUBJECT: Proclamation Declaring September 2014 as Adult Literacy Awareness Month

Recommendation for Action: Staff recommends that the City Council proclaim September 2014 as Adult Literacy Awareness Month.

Attachments: Literacy Awareness Month 2014 Proclamation (2)

H. CONSENT CALENDAR

2. 14-315 SUBJECT: Award Construction Contract for Community Senior Center Generator Project, CIP 13-07

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of $167,870 to Cabar Electric for the Community Senior Center Generator Project, CIP 13-07 and a 15% contingency in the amount of $25,181 and (2) increase the project budget by $45,000 for a total project budget of $220,000.

Attachments: 13-07 Bid Tabulation

13-07(Resolution award and reallocation of funds) 090214

3. 14-325 SUBJECT: Second Reading of Ordinance 1568 Amending Chapter 23 of the Woodland Municipal Code pertaining to Section 23-92 Woodland Visitor Attraction District Annual Assessment Computation

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1568, increasing the Woodland Visitor Attraction District Annual Assessment from 1% to 1.5% annually.

Attachments: Ordinance No.1568

4. [14-338](#) SUBJECT: Approval of Subrecipient Agreement with the Yolo Wayfarer Center for 2012 Reallocation Permanent Supportive Housing Grant funded through the Continuum of Care Program

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through a 2012 Continuum of Care (CoC) Program grant in the amount of $14,803 and authorizes the Finance Officer to amend the budget as necessary.

Attachments: CC Reso Subrecip Agmnt 2Sep14

HUD Grant Agreement+Scope of Work

Subrecipient Agreement 12Aug14

5. 14-352 SUBJECT: League of California Cities 2014 Annual Conference - Resolutions for Consideration

Recommendation for Action: Staff recommends that the City Council authorize Council Member Jim Hilliard, voting delegate, to take action on one resolution being considered by the League of California Cities at the Annual Conference to be held on September 3 -5, 2014.

Attachments: 2014 league background

6. 14-351 SUBJECT: Community Service Awards Nominating Committee

Recommendation for Action
Staff recommends that the City Council appoint a new Nominating Committee at the September 16, 2014 regular City Council meeting for the 2015 Community Service Awards.

Attachments: 2015 Nomination Form

I. REPORTS OF THE CITY MANAGER

7. 14-342 SUBJECT: East Kentucky Avenue Road Rehabilitation Project, CIP 10 -07; Authorize Budget Adjustment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing an increase to the project of $40,561 in Transportation Grant funding and a corresponding reduction of Measure E funding pending funding allocation by the Federal Highway Administration.

Attachments: 1007(Budget Adjustment Resolutution)9-2-14

8. 14-334 SUBJECT: Authorize the City Manager to Execute an Amendment to the CalHFA HELP loan No. HELP-020604-11

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to execute an Amendment to the California Housing Finance Agency (CalHFA) Housing Enabled by Local Partnerships (HELP) loan No. HELP-020604-11 by and between the Woodland Successor Agency and CalHFA.

Attachments: Loan Agreement-Agency.Heritage Oaks LP

RESOLUTION Authorization of Extension_Heritage Oaks Apts

Woodland _Amendment to Heritage Oaks Prom Note9.2.14

9. 14-340 SUBJECT: Update on City's Youth Gang Prevention and Intervention Program (YGRIP) and Authorization to Submit a CalGRIP Grant Application for the FY14/15 Funding Cycle

Recommendation for Action: Staff recommends that the City Council:
1) Receive a presentation from Ben Flores, Coordinator of the city's YGRIP Initiative, and
2) Adopt Resolution No. _____, authorizing the City to submit a CalGRIP grant application for the FY14/15 funding cycle, in an amount not to exceed $350,000 per year.

Attachments: Resolution - CalGRIP grant

Letter of intent CalGRIP grant 2014

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for September 2, 2014 was posted on August 29, 2014 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

____

Ana B. Gonzalez, City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such request must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st. Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-345 **Version:** 1	**Name:**	Long Range Calendar
Type:	Report of the City Manager	**Status:**	Agenda Ready
File created:	8/26/2014	**In control:**	City Council
On agenda:	9/2/2014	**Final action:**	
Title:	SUBJECT: Long Range Calendar Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Council Long Range Calendar		

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014
SUBJECT: Long Range Calendar

Recommendation for Action : Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.
Staff Contact

Ana Gonzalez, City Clerk - (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background

This calendar is being provided for planning purposes only and is intended to keep the Council apprised of upcoming agenda items and better plan for upcoming Council items.

Prepared by: Ana Gonzalez, City Clerk

Paul Navazio, City Manager

Attachment

COUNCIL LONG RANGE CALENDAR
Items subject to removal and/or rescheduling

SEPTEMBER 9TH - (Special Meeting – 4pm Community & Senior Center)
City Council Retreat / Review Goals and Priorities

SEPTEMBER 16TH REGULAR MEETING REPORTS DUE 9/2

Presentation
Prostate Cancer Awareness Month

Consent
App plans and specs and authorization to bid Kentucky Avenue Sewer Rehabilitation Project
Final Acceptance and Notice of Completion for Oak Street Sewer Rehabilitation, CIP #14-21
Final Acceptance and Notice of Completion for 2013/14 ADA Improvement Project, CIP #14-05
Final Acceptance and Notice of Completion for Safe Routes to School, CIP 13-06
App Plans and Specs and Authorization to bid Douglass Jr High Sewer Realignment Project
Contract Award – West Water Transmission Pipeline Project
Approval of FY 2013/14 CDBG Consolidated Annual Performance Evaluation Report
PW Quarterly Status Report
YECA Contract

Public Hearing
Zoning Amend for Home Occupation to Allow Cottage Food Operations in Residential Areas
Gateway II Development Project – Rescinding Project Approvals

Regular
Preliminary Measure J Spending Plan
ENA – Downtown Hotel

OCTOBER 7TH REGULAR MEETING REPORTS DUE 9/23

Minutes
Council Minutes for September 2nd and September 16th

Consent
Application of new Management Agreement for Leisureville Community Assoc.
Approval of Agreement with Browns Corner LLC

OCTOBER 21ST REGULAR MEETING REPORTS DUE 10/7

Contract Award for Douglass Junior High Sewer Realignment Project CIP 08-21
Award Construction Contract for West Transmission Main, CIP 12-05
Contract Award for East Kentucky Ave. Sewer Rehabilitation Project
Final Acceptance and Notice of Completion for 2014 Road Maintenance Project, CIP #14-14
Southwest Tank acceptance, CIP 08-33
CDD Quarterly Status Report 3rd Quarter 2014

FUTURE AGENDA ITEMS – DATE TO BE DETERMINED:
1st Quarter FY14/15 Budget Update (October)
Updated County Master-Tax Sharing Agreement
County food waste composting proposal
Purchase Contract – Recycled Water
Local Tobacco License
Council Direction on Preferred General Plan Land Use Scenario

FUTURE STUDY SESSIONS (TBD):
Lower Cache Creek Flood Control Feasibility Study
Update Economic Development Strategic Plan
Budget Workshop – Long-range Planning (Spring)

Updated 8/26/14

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Details (With Text)

File #:	14-349 **Version:** 1	**Name:**	Council Meeting Minutes
Type:	Minutes	**Status:**	Agenda Ready
File created:	8/27/2014	**In control:**	City Council
On agenda:	9/2/2014	**Final action:**	
Title:	SUBJECT: Council Meeting Minutes Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of August 19, 2014.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	08_19_14_DRAFT_Meeting_Minutes_for_approval		

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

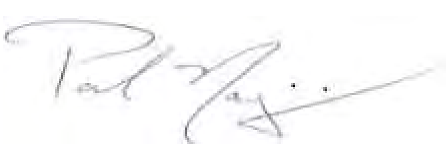
SUBJECT: Council Meeting Minutes

Recommendation for Action : Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of August 19, 2014.

Staff Contact

Ana Gonzalez, City Clerk - 530-661-5806, ana.gonzalez@cityofwoodland.org

Prepared by: Ana Gonzalez, City Clerk



Paul Navazio, City Manager

Attachment

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, August 19, 2014

6:00 PM

Council Chambers

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
AUGUST 19, 2014
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Mayor Tom Stallard, Mayor Pro Tem William Marble, Council Member Jim Hilliard, Council Member Sean Denny and Council Member Angel Barajas

C. PLEDGE OF ALLEGIANCE

Led by Boy Scout Justin Davis.

D. COMMUNICATIONS-PUBLIC COMMENT

Cynthia Castaneda addressed the Council with concerns related to parking at Tafoya Elementary School.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

14-333 SUBJECT: Long Range Calendar

Recommendation for Action: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

Council received the Long Range Calendar as presented.

COMMITTEE REPORTS

14-298 SUBJECT: Commission on Aging Meeting Minutes for June 12, 2014

Recommendation for Action: Staff recommends that the City Council receive the June 12, 2014 Commission on Aging Minutes that were approved on July 10, 2014.

Council received the Commission on Aging Meeting Minutes.

F. MINUTES

1. 14-321 SUBJECT: Council Meeting Minutes

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of July 1, 2014 and July 15, 2014.

On a motion by Council Member Jim Hilliard , seconded by Council Member Sean Denny, the Minutes were adopted. The motion carried by the following vote:

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

G. PRESENTATIONS

2. 14-326

SUBJECT: Adopt Resolution in Support of Measures “S” and “T”, the “Save our Schools” Facilities Bond Measures

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, A Resolution of the City Council of the City of Woodland in Support of Measures “S” and “T”, the “Save our Schools” Facilities Bond Measures to Improve School Facilities within the Woodland Joint Unified School District.

On a motion by Council Member Barajas, seconded by Council Member Denny, Council adopted Resolution No. 6301, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND IN SUPPORT OF MEASURES “S” AND “T”, THE “SAVE OUR SCHOOLS” FACILITIES BOND MEASURES TO IMPROVE SCHOOL FACILITIES WITHIN THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT. The motion carried by the following vote:

Ayes: 4 - Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

Nayes: 1 - Council Member Hilliard

3. 14-310

SUBJECT: Update on the Lower Sacramento Delta North Regional Flood Management Plan and CIP#09-15 Lower Cache Creek Flood Study

Recommendation for Action: Staff recommends that City Council receive a presentation at its August 19th meeting as an update on the status of the Lower Sacramento/Delta North Regional Flood Management Plan (RFMP) and the City’s flood control efforts.

Council Members received an update/status reprt on the Lower Sacramento Delta North Regional Flood Management Plan and CIP #09-15 Lower Cache Creek Flood Study from Cindy Tuttle, Intergovernmental Relations Manager with Yolo County and Rick Reinhart with BMK Engineers.

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

H. CONSENT CALENDAR

Approval of the Consent Agenda

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard, Consent Calendar Items No. 4 through 14 were approved. The motion carried

by the following vote:

Ayes: 5 - Mayor Stallard, Mayor Pro Tem Marble, Council Member Hilliard, Council Member Denny and Council Member Barajas

4. 14-299

SUBJECT: Receive Annual Report from the Manufactured Home Fair Practices Commission

Recommendation for Action: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2013 program year and receive a summary update on the 2014 program year.

This item was approved on the Consent Agenda.

5. 14-300

SUBJECT: Approval of $5,000 in Additional Funds for FY 2013-14 CDBG Project - Site Preparation of 1224 Lemen Avenue Education, Recreation, and Boxing Club Facility

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving $5,000 in additional Community Development Block Grant funds for Yolo County Housing's site preparation of its New Education, Recreation, and Boxing Club Facility at 1224 Lemen Avenue.

This item was approved on the Consent Agenda. Resolution No. 6302, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING ADDITIONAL CDBG FUNDS OF $5,000 FOR THE SITE PREPARATION OF YOLO COUNTY HOUSING'S NEW EDUCATION, RECREATION, AND BOX CLUB FACILITY AT 1224 LEMEN AVENUE

6. 14-302

SUBJECT: Renewal of a ten year Right-of-Way Easement with UNAVCO for PBO Monitoring Station P 271

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, which will authorize the City Manager to execute the necessary documents to grant a renewal of a ten year Right-of-Way Easement at the Waste Water Treatment Plant to UNAVCO for the Plate Boundary Observation and Monitoring Station for scientific data collection.

This item was approved on the Consent Agenda. Resolution No. 6303, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH FOR A LONG TERM LAND USE PERMIT.

7. 14-309

SUBJECT: Authorize Contract Amendment with Wood Rodgers for Floodsafe Yolo/Lower Cache Creek Feasibility Study, CIP 09-15

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to execute Amendment to the consultant services agreement with Wood Rodgers for the Floodsafe Yolo/Cache

Creek Feasibility Study, CIP 09-15, for an additional amount not to exceed $75,000.

This item was approved on the Consent Agenda.

8. 14-313

SUBJECT: Approval of Resolution Adopting the new Public Employees' Medical and Hospital Care Act (PEMHCA) Contribution Rate for Calendar Year 2015.

Recommendation for Action: Staff recommends that the City Council approve the Resolution No. _____ adopting the new Public Employees' Medical and Hospital Care Act (PEMHCA) contribution rate of $122.00 per month for calendar year 2015.

This item was approved on the Consent Agenda. Resolution No. 6304, RESOLUTION FOR ADOPTING THE NEW PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT (PEMHCA) FOR THE CALENDAR YEAR 2015 OF $122 PER MONTH

9. 14-316

SUBJECT: Community Development Department's Quarterly Status Report

Recommendation for Action
Staff recommends that the City Council receive the Community Development Department's Quarterly Status report.

This item was approved on the Consent Agenda.

10. 14-317

SUBJECT: Approval to Release Homebuyer Consultant Request for Proposals

Recommendation for Action: Staff recommends that the City Council take the following actions.
1. Adopt Resolution No. _____, authorizing:
a. the release of a Request for Proposals (RFP) for homebuyer consulting; and
b. authorizing the City Manager to execute a contract with the selected subcontractor, in an amount not-to-exceed $30,000 over a three-year term, and amend the budget as necessary.

This item was approved on the Consent Agenda. Resolution No. 6305, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE RELEASE OF A REQUEST FOR PROPOSALS FOR HOMEBUYER CONSULTING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE SELECTED CONSULTANT.

11. 14-318

SUBJECT: Approve Amendment #3 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing Amendment #3 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed $40,000.

This item was approved on the Consent Agenda. Resolution No. 6306, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CONTRACT AMENDMENT #3 WITH THE FERGUSON GROUP FOR FEDERAL REPRESENTATION AND ADVOCACY SERVCIES FOR FLOOD MITIGATION.

12. 14-319 SUBJECT: Ordinance to Amend Sections 15-40, 15-41, and 15-42 of the Woodland Municipal Code Relating to Electronic Cigarettes

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1567 amending various sections of the Woodland Municipal Code to modify regulations related to electronic cigarettes.

This item was approved on the Consent Agenda.

13. 14-322 SUBJECT: Public Safety Department (Police and Fire) Quarterly Status report for the period of April 2014 through June 2014

Recommendation for Action: Staff recommends that the City Council accept the Public Safety Department Quarterly Status Report for April 2014 through June 2014.

This item was approved on the Consent Agenda.

14. 14-328 SUBJECT: Board and Commission Reappointments and Resignations

Recommendation for Action: Staff recommends that the City Council reappoint members to the Board of Building Appeals, Historical Preservation Commission, Library Board and Planning Commission and accept the resignations of Lucinda Talkington from the Commission on Aging, Keith Quigley and Bud Goding from the Library Board and Nathan Stephens from the Parks and Recreation Commission.

This item was approved on the Consent Agenda.

I. PUBLIC HEARINGS

15. 14-323 SUBJECT: Woodland Visitor Attraction District Assessment-Ordinance Amendment

Recommendation for Action: Staff recommends that the City Council:

1. Conduct a public hearing; and
2 Waive the first reading and read by title only, an ordinance amending Section 23-92 relating to the computation of the Visitor Attraction District Assessment; and
3. Schedule the second reading and adoption of Ordinance No.______ for the September 2, 2014 City Council meeting.

On a motion by Council Member Denny, seconded by Mayor Pro Tem Marble, the Public Hearing Item was approved. The motion carried by the following vote:

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

16. 14-324 SUBJECT: Resolution to Invoke the City's Water Shortage Contingency Plan in Compliance with the State Emergency Regulation for Statewide Urban Water Conservation

Recommendation for Action:
Staff recommends that the City Council:
1) Adopt Resolution No. _____ proclaiming a Stage One, Water Alert, as described in Section 23C-11-4 of the City of Woodland Municipal Code, and

2) In order to comply with the full extent of the State's emergency water conservation regulations, staff recommends the City Council also:
a. prohibit the use of potable water in a fountain or other decorative water features except where the water is part of a recirculating system, and
b. require that water users meet the required mandatory 10% reduction in water use wholly or partly through reductions in outdoor irrigation of ornamental landscapes or turf with potable water during months when irrigation is being applied to outdoor landscaping.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Hilliard, Resolution No. 6307, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO INVOKE THE CITY'S WATER SHORTAGE CONTINGENCY PLAN IN COMPLIANCE WITH THE STATE EMERGENCY REGULATION FOR STATEWIDE URBAN WATER CONSERVATION was approved. The motion carried by the following vote:

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

J. REPORTS OF THE CITY MANAGER

17. 14-320 SUBJECT: Approve application for State Revolving Fund financing of the Industrial Park Recycled Water Project and resolutions in support of application

Recommendation for Action: Staff recommends that the City Council approve the application for State Revolving Fund (SRF) financing of the Industrial Park Recycled Water Project and the following resolutions:

1. Resolution No. _____ for the City Manager to be the "Authorized Representative" or designee to sign and file, for and on behalf of the City of Woodland, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the City of Woodland Industrial Park Recycled Water Project (the "Project"),
2. Resolution No. _____ for Reimbursement of the SRF Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds,
3. Resolution No. _____ for the City of Woodland to dedicate and pledge Water Enterprise funds (Fund 210) to payment of any and all Clean Water State Revolving Fund Program financing for the Industrial Park Recycled Water Project.

On a motion by Council Member Denny, seconded by Council Member Barajas, Resolution No. 6308, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PLEDGING REVENUES FOR REPAYMENT OF CLEAN WATER STATE REVOLVING FUND OBLIGATIONS FOR THE RECYCLED WATER PROJECT, Resolution No. 6309, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD AND EXECUTION OF A FINANCING AGREEMENT FOR FINANCIAL ASSISTANCE UNDER THE STATE REVOLVING FUND LOAN AND GRANT PROGRAM FOR THE PLANNING, DESIGN AND CONSTRUCTION OF WASTEWATER INFRASTRUCTURE IMPROVEMENTS and Resolution No. 6310, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD AND EXECUTION OF A FINANCING AGREEMENT FOR FINANCIAL ASSISTANCE UNDER THE STATE REVOLVING FUND LOAN AND GRANT PROGRAM FOR THE PLANNING, DESIGN AND CONSTRUCTION OF WASTEWATER INFRASTRUCTURE IMPROVEMENTS were approved. The motion carried by the following vote:

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

18. 14-312 SUBJECT: Approve Contract with Kennedy/Jenks for Industrial Park Recycled Water Project, CIP 15-10

Recommendation for Action: Staff recommends that the City Council approve the engineering design contract with Kennedy/Jenks for the Industrial Park Recycled Water Project, CIP 15-10, and authorize the City Manager to execute the consultant services agreement for an amount not to exceed $385,903.

On a motion by Council Member Barajas, seconded by Council Member Denny, the Report of the City Manager was approved. The motion carried by the following vote:

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

19. 14-331

SUBJECT: $2,902,500 City of Woodland Community Facilities District 2004-1 (Spring Lake) Subordinate Special Tax Bonds, Series 2014C

Recommendation for Action: Staff recommends that the City Council approve Resolution No. ____ Authorizing the Execution and Delivery of a Bond Issuance Agreement, Authorizing the Issuance of Subordinate Special Tax Bonds, and Approving Certain Other Actions Related Thereto.

On a motion by Mayor Pro Tem Marble, seconded by Council Member Denny, Resolution No. 6311, CITY OF WOODLAND, COMMUNITY FACILITIES DISTRICT NO. 2004-1, (SPRING LAKE), RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND ISSUANCE AGREEMENT; AUTHORIZING THE ISSUANCE OF SUBORDINATE SPECIAL TAX BONDS; AND APPROVING CERTAIN OTHER ACTIONS RELATED THERETO was approved. The motion carried by the following vote:

Ayes: 5 - Council Member Hilliard, Council Member Denny, Council Member Barajas, Mayor Stallard and Mayor Pro Tem Marble

K. ADJOURNED at 7:38PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Details (With Text)

1.

File #:	14-294	**Version:** 1	**Name:**		
Type:	Presentation		**Status:**	Agenda Ready	
File created:	7/14/2014		**In control:**	City Council	
On agenda:	9/2/2014		**Final action:**		

Title: SUBJECT: Proclamation Declaring September 2014 as Adult Literacy Awareness Month

Recommendation for Action: Staff recommends that the City Council proclaim September 2014 as Adult Literacy Awareness Month.

Sponsors:

Indexes:

Code sections:

Attachments: Literacy Awareness Month 2014 Proclamation (2)

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

SUBJECT: Proclamation Declaring September 2014 as Adult Literacy Awareness Month

Recommendation for Action : Staff recommends that the City Council proclaim September 2014 as Adult Literacy Awareness Month.

Staff Contact

Greta Galindo, Library and Literacy Services Director - 530-661-5984 greta.galindo@cityofwoodland.org

Background

Woodland Public Library Literacy Service began in 1985 with a grant from the California Library Literacy Service (state library). It began with one-on-one literacy tutoring for adults. Woodland Public Library Literacy Services volunteer tutors work to strengthen our workforce by providing vital programs for adults, including adult basic education and literacy, English as second language support, and GED preparation.

Literacy volunteers and instructors offer critical support in improving the lives of the citizens of Woodland through education. Increasing the quantity and quality of literacy programming gives all citizens the opportunity to reach their full potential, creating a stronger workforce and healthy Woodland economy. Woodland Public Library Literacy Services works within the community to raise awareness of the importance of literacy.

Conclusion

Staff recommends that the City Council proclaim September 2014 as Adult Literacy Awareness Month.

Prepared by: Trina Camping
Literacy Services Coordinator

Reviewed by: Greta Galindo, Library and Literacy Services Director

Paul Navazio, City Manager

Attachment

Adult Literacy Awareness Month 2014 Proclamation

WHEREAS, the need for a highly literate populace increases as Woodland, California moves toward an increasingly technological future;

WHEREAS, a standard level of proficiency is required for success in today's labor market and only half of the U.S. population 16-65 years of age reaches that standard;

WHEREAS, libraries and librarians have historically served as our nation's great equalizers of knowledge by providing free access to all, regardless of age, ethnicity, or socioeconomic background;

WHEREAS, our libraries have moved far beyond just being book repositories, becoming adaptive and responsive institutions serving the real-life needs of the public;

WHEREAS, our nation's libraries are ideally positioned as the community's center of information technology which fuels educational and economic opportunity for all;

WHEREAS, our library provides Woodland residents with the knowledge and information they need to master 21st century literacies that are essential to their success as students, parents, money managers, health consumers, and members of the community;

WHEREAS, our library helps the public achieve Basic Literacy, which leads to a better trained and skilled workforce contributing to a growing economy;

WHEREAS, our library helps the public achieve Information Literacy, where a command of new online resources and technologies leads to enhanced job skills and the ability to fully participate in a digital society;

WHEREAS, our library helps the public achieve Civic and Social Literacy, which leads to the ability to participate and contribute effectively to their community, government and society and to connect with one another through civil discourse;

WHEREAS, our library helps the public achieve Health Literacy, which leads to healthier, more productive lives;

WHEREAS, our library helps the public achieve Financial Literacy, which leads to greater self-sufficiency and stronger economic futures for all;

WHEREAS, libraries are part of the American dream, places for education, opportunity and lifelong learning;

WHEREAS, California libraries celebrate the 30th anniversary of the California Library Literacy Service which supports libraries in California in achieving all these goals;

WHEREAS, literacy skills are strengthened in large measure by simple solutions of mentoring, volunteering, donating to organizations focused on raising the rate of literacy in our country; and

WHEREAS, Woodland Public Library Literacy Services works within the community to raise awareness of the importance of literacy;

NOW, THEREFORE, be it resolved that we, the Woodland City Council, proclaim September 2014 Adult Literacy Awareness Month in Woodland. We encourage all Woodland residents to learn more about the economic and societal importance of literacy, encourage children to read, engage others in the cause to promote an educated public ensuring we have a vital country of literate adults free to pursue happiness, and visit the Woodland Public Library this month to take advantage of the wonderful resources available at your library.

Legislation Details (With Text)

2.

File #:	14-315	**Version:** 1	**Name:**		
Type:	Consent Item(s)		**Status:**	Agenda Ready	
File created:	7/31/2014		**In control:**	City Council	
On agenda:	9/2/2014		**Final action:**		

Title: SUBJECT: Award Construction Contract for Community Senior Center Generator Project, CIP 13 -07

Recommendation for Action: Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of $167,870 to Cabar Electric for the Community Senior Center Generator Project, CIP 13-07 and a 15% contingency in the amount of $25,181 and (2) increase the project budget by $45,000 for a total project budget of $220,000.

Sponsors:

Indexes:

Code sections:

Attachments: 13-07 Bid Tabulation
13-07(Resolution award and reallocation of funds) 090214

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

SUBJECT: Award Construction Contract for Community Senior Center Generator Project, CIP 13-07

Recommendation for Action : Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of $167,870 to Cabar Electric for the Community Senior Center Generator Project, CIP 13-07 and a 15% contingency in the amount of $25,181 and (2) increase the project budget by $45,000 for a total project budget of $220,000.

Staff Contact

Clara Olmedo, Assistant Engineer - (530) 661-5824, clara.olmedo@cityofwoodland.org

Fiscal Impact

The Community Senior Center Emergency Generator Project has a project budget of $175,000 in City General Funds, as approved in the FY13/14 Capital Budget. This project was identified as a priority facility need and received an initial allocation from the General Fund set-aside for facility repair and replacement. The engineer's estimate for the purchase and installation of the generator is $160,000.

$45,000 in additional funding is needed to cover the full cost of the project including design, construction management and contingency funding. This results in a total project budget of $220,000. Staff was aware that additional funds would be needed but we were unsure of the amount until the bids were opened. This additional funding is available within the current facility fund appropriations.

Background

The Community and Senior Center building was originally designed and constructed with provisions for an emergency generator, and was also originally planned for use as an emergency operations center. The proposed emergency generator would provide crucial backup power for everyday intended use, as well as vital power should it be used as an emergency evacuation or operations center.

On August 19, 2014 the City received 5 bids for construction of the Community Senior Center Generator Project. The project includes the purchase and installation of a generator for the Community and Senior Center. On June 17, 2014, Council approved plans and specifications for the project, and the bid period commenced. Please see attached table for bid results.

Staff has performed due diligence in reviewing the bids and all bids comply with the technical submittal requirements.

Staff anticipates construction starting in early October and completion about March 2014. The working time in the contract is one hundred days which excludes weekends, holidays and includes weather-delay time extensions. The contract working time also includes lead time of 11 weeks needed for delivery of generator.

Conclusion

Staff recommends that the City Council (1) adopt Resolution No. _____ to award the construction contract in the amount of $167,870 to Cabar Electric for the Community Senior Center Generator Project, CIP 13-07 and a 15% contingency in the amount of $25,181 and (2) increase the project budget by $45,000 for a total project budget of $220,000.

Prepared by: Clara Olmedo, Assistant Engineer

Reviewed by: Brent Meyer, City Engineer

Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachments: Bid Results
Resolution

Community Senior Center Generator, CIP 13-07
Bid Results

Bids Opened: August 19, 2014
at 2:00 p.m.

	Contractor	Base Bid
1	Cabar Electric	$ 167,870.00
2	Cal Electro Inc.	$ 175,000.00
3	ERA Construction Inc.	$ 195,910.00
4	Becker Electric	$ 198,450.00
	Engineers Estimate	$ 160,986.00

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH CABAR ELECTRIC FOR THE COMMUNITY AND SENIOR CENTER EMERGENCY GENERATOR PROJECT CIP 13-07 AND INCREASING THE PROJECT BUDGET BY $45,000

WHEREAS, The City of Woodland wishes to enter into a construction agreement with Cabar Electric for the construction of the Community and Senior Center Emergency Generator; and

WHEREAS, the Yolo-Solano Air Quality Management District has been notified for asbestos clearance and has approved Authority to Construct; and

WHEREAS, the City Council approved the plans and specifications and authorize bid advertisement in June 17, 2014; and

WHEREAS, the City opened bids on August 19, 2014 and the lowest bidder was Cabar Electric with a bid in the amount of $167,870.

WHEREAS, the City is awarding the contract in the amount of $167,870 and a 15% contingency in the amount of $25,181.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. The City Council hereby approves the Agreement. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. The City Council authorizes an increase to the project budget of $45,000 for a total project budget of $220,000.

PASSED AND ADOPTED this 2nd day of September 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

82093.00006\8679936.2

____
Ana B. Gonzalez, City Clerk

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Details (With Text)

3.

File #:	14-325	**Version:** 1	**Name:**		
Type:	Consent Item(s)		**Status:**	Agenda Ready	
File created:	8/13/2014		**In control:**	City Council	
On agenda:	9/2/2014		**Final action:**		

Title: SUBJECT: Second Reading of Ordinance 1568 Amending Chapter 23 of the Woodland Municipal Code pertaining to Section 23-92 Woodland Visitor Attraction District Annual Assessment Computation

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1568, increasing the Woodland Visitor Attraction District Annual Assessment from 1% to 1.5% annually.

Sponsors:

Indexes:

Code sections:

Attachments: Ordinance No.pdf

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

SUBJECT: Second Reading of Ordinance 1568 Amending Chapter 23 of the Woodland Municipal Code pertaining to Section 23-92 Woodland Visitor Attraction District Annual Assessment Computation

Recommendation for Action: Staff recommends that the City Council adopt Ordinance No. 1568, increasing the Woodland Visitor Attraction District Annual Assessment from 1% to 1.5% annually.

This is the second reading of the Ordinance pertaining to an increase of the Woodland Visitor Attraction District Annual Assessment. The first reading of the Ordinance occurred at the August 19, 2014 City Council meeting. The City Council voted to approve the Ordinance which is attached.

Prepared by: Wendy Ross, Economic Development Manager

Reviewed by: Ken Hiatt, Community Development Manager

Paul Navazio, City Manager

Attachment: Ordinance No. 1568

ORDINANCE NO. ______

AN ORDINANCE OF THE CITY OF WOODLAND AMENDING SECTION 23-92 OF THE WOODLAND MUNICIPAL CODE RELATING TO THE COMPUTATION OF THE VAD ASSESSMENT

WHEREAS, the City Council of the City of Woodland has established the Woodland Visitor Attraction District ("VAD") pursuant to the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Section 36500, *et seq.*; and

WHEREAS, the City Council levies an assessment against all affected businesses within the VAD to promote relevant business activities and visitor-oriented programs; and

WHEREAS, Streets and Highways Code section 36541 authorizes the City Council to approve an increase in the assessment at any time by ordinance; and

WHEREAS, the City Council conducted a public hearing and completed all procedural requirements necessary to increase the assessment as set forth in this Ordinance.

The City Council of the City of Woodland does hereby ordain as follows:

Section 1. Purpose. The purpose of this Ordinance is to amend Section 23-92 of the Woodland Municipal Code.

Section 2. Authority. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. Amendment. Section 23-92 of the Woodland Municipal Code is hereby amended to read in full as follows:

> **Sec. 23-92. Computation of assessments.**
>
> The assessment for each hotel shall be a percentage of the rent charged by the hotel operator as set forth in the applicable resolution of the City Council levying the assessment for that fiscal year and shall be computed in the same manner as the transient occupancy tax, as set forth in Chapter 23, Article III of the Municipal Code of the city of Woodland.

Section 4. VAD Increase. Notwithstanding Section 3 of this Ordinance, the City Council hereby increases the rate of the assessment by one-half of a percent (.5%) to one and one-half percent (1.5%) of the rent charged by the hotel operator. The assessment shall be imposed at the rate set forth in this section from the effective date of this Ordinance through the balance of the 2014-2015 Fiscal Year. All future increases and adjustments of the assessment shall be subject to Section 3 of this Ordinance, as applicable.

Section 5. Effective Date and Notice. This Ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED AND ADOPTED by the City Council of the City of Woodland this ____ day of ___________________, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara Ueda, City Attorney

82093.00006\3562568.2

Legislation Details (With Text)

4.

File #:	14-338 **Version:** 1	**Name:**	
Type:	Consent Item(s)	**Status:**	Agenda Ready
File created:	8/21/2014	**In control:**	City Council
On agenda:	9/2/2014	**Final action:**	

Title: SUBJECT: Approval of Subrecipient Agreement with the Yolo Wayfarer Center for 2012 Reallocation Permanent Supportive Housing Grant funded through the Continuum of Care Program

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through a 2012 Continuum of Care (CoC) Program grant in the amount of $14,803 and authorizes the Finance Officer to amend the budget as necessary.

Sponsors:

Indexes:

Code sections:

Attachments: CC Reso Subrecip Agmnt 2Sep14
HUD Grant Agreement+Scope of Work
Subrecipient Agreement 12Aug14

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

SUBJECT: Approval of Subrecipient Agreement with the Yolo Wayfarer Center for 2012 Reallocation Permanent Supportive Housing Grant funded through the Continuum of Care Program

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through a 2012 Continuum of Care (CoC) Program grant in the amount of $14,803 and authorizes the Finance Officer to amend the budget as necessary.

Staff Contact

Dan Sokolow, Senior Planner - (530) 661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact

The Department of Housing and Urban Development (HUD) will provide a portion of the grant, $1,036, for administration in order to defray the City's costs in administering the grant.

Background

The City of Woodland has been receiving Continuum of Care (CoC) grants from HUD since at least 1994 to provide permanent supportive and transitional housing programs for individuals and families. In most instances the programs have been operated by the Yolo Wayfarer Center.

Discussion

In 2013 (CoC program year 2012) the City applied for four separate CoC grants including a reallocation grant for permanent supportive housing. HUD notified the City in August 2013 of the PSH grant award and early this year requested technical submittals for the grant. Last month, HUD transmitted the attached grant agreement for signature by the City Manager. The grant funds will be used by the Yolo Wayfarer Center to provide permanent supportive housing for one chronically homeless family in one residential unit. The family assisted will receive supportive services.

Conclusion

Staff recommends that the City Council approve Resolution No._____, authorizing the City Manager to execute a subrecipient agreement in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through a 2012 Continuum of Care (CoC) Program grant in the amount of $14,803 and authorizes the Finance Officer to amend the budget as necessary.

Public Contact

Posting of the City Council agenda.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio, City Manager

Attachments:
1. Resolution No._____

2. Subrecipient Agreement
3. HUD Grant Agreement/Scope of Work for Program Year 2012 Reallocation PSH Grant

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT AGREEMENT AGREEMENT WITH THE YOLO WAYFARER CENTER FOR A CONTINUUMM OF CARE PROGRAM GRANT (2012 REALLOCATION PSH GRANT)

WHEREAS, the Continuum of Care Program is authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended;

WHEREAS, the City of Woodland has Continuum of Care Program grants since at least 1994;

WHEREAS, the Continuum of Care grants received by the City assist with the funding of the Yolo Wayfarer Center's permanent supportive and transitional housing programs for families and individuals.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute a subrecipient agreement in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the amount of $14,803 and any other documents necessary to implement this program;

Section 2: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

Section 3: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED on this _______ day of ___________, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
600 Harrison Street
3rd Floor
San Francisco, CA 94107

Tax ID No.: 94-6000459
Project Location: 064134
Grant Number: CA1206L9T211200
Effective Date:
DUNS No.: 095878880

2012 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Woodland (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program regulation (the "Regulation").

The terms "Grant " or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work, is funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2012 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; and if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project for renewal, then additional exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. If the project funded by this Agreement is a new project, Recipient and HUD will set an operating start date in LOCCS for the project, which will be used to track expenditures and to determine when the project is eligible for renewal. If this Agreement renews funding for a project, the term of this Agreement shall begin at the end of the Recipient's final operating year for the grant being renewed, and eligible costs incurred for the project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; or 3) upon expiration of the final operating year of the project funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Regulation;
2. To monitor and report the progress of the project to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from any subrecipient that:
    a. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
    b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
    c. Subrecipient will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
    d. In the case of a project that provides housing or services to families, that subrecipient will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
    e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
    f. Subrecipient will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipient at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by §578.7(a)(8). A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);

11. Enter into a subrecipient agreement requiring subrecipient to operate the project in accordance with the provisions of this Act and all requirements under 24 CFR 578; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

____
(Signature)

Maria Cremer, Director
(Typed Name and Title)

____
(Date)

RECIPIENT

City of Woodland
(Name of Organization)

By:

____
(Signature of Authorized Official)

Paul Navazio, City Manager
(Typed Name and Title of Authorized Official)

____
(Date)

Tax ID Number: 94-6000459
Project Location: 064134
Grant Number: CA1206L9T211200
Effective Date:
DUNS Number: 095878880

EXHIBIT 1

SCOPE OF WORK for FY2012 COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 3., below, is also subject to the terms of the FY2012 Notice of Funds Availability.

2. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.

3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is $14,803 for project number CA1206L9T211200. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	$0
b. Acquisition	$0
c. New construction	$0
d. Rehabilitation	$0
e. Leasing	$11,400
f. Rental assistance	$0
g. Supportive services	$1,867
h. Operating costs	$500
i. HMIS	$0
j. Administration	$1,036

4. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(Permanent Supportive Housing, 2012 Reallocation PSH)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2014 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2012 (but PY 2013).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for one chronically homeless family in one unit, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Executive Director.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2012 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2012 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. On or about August 1, 2013, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2012 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

F. WOODLAND and SUBRECIPIENT (jointly, the "Parties") desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT's provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

"Agreement" means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

"MCKINNEY-VENTO ACT" is defined in Recital A hereof.

"MCKINNEY-VENTO ACT Funds" is defined in Recital A hereof.

"C.F.R." means the Code of Federal Regulations.

"Community Services Director" means the Director of Community Services for the City of Woodland, or designee.

"Conditions to Disbursement" is defined in Section 2.3.2 hereof.

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

"Covenants Re: Use of Federal Funds" means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

"Date of Agreement" is defined in the initial paragraph of this Agreement.

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

"Salary and Benefits" means the reasonable salary and benefits to paid by SUBRECIPIENT to Staff.

"Schedule of Performance" means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

"Scope of Services" means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

"Services" is defined in Section 4.1 of this Agreement.

"Staff" means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

"SUBRECIPIENT" means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT's Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT's Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or thee context should otherwise require.

"SUBRECIPIENT's Representative" means Ms. Lisa Baker, Executive Director of the Yolo Wayfarer Center.

"WOODLAND" means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the "Executive Director"), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Fourteen Thousand, Eight Hundred Three Dollars ($14,803) (less administrative costs of $1,036 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for one chronically homeless family in one unit as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the "Disbursement Schedule"):

A. The sum of one hundred Fourteen Thousand, Eight Hundred Three Dollars ($14,803) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND's customary conditions for a Grant (the "Conditions of Disbursement"). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Services Development Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the "Term") shall commence on February 1, 2014 and shall terminate on January 31, 2015 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the "Services") as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT's Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT's application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT's risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing.

SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million

Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form.

The Executive Director, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."
>
> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

> "The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland."

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attoneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

7.8 Immediate Termination for SUBRECIPIENT's Default. In the event of any Default by SUBRECIPIENT, WOODLAND may immediately terminate this Agreement. Such termination shall be effective immediately upon receipt by SUBRECIPIENT of written notice from WOODLAND. In such event, SUBRECIPIENT shall have no further rights hereunder; WOODLAND shall have all other rights and remedies as provided by law.

7.9 Termination Without Cause. WOODLAND may terminate this Agreement at any time without the necessity of cause or Default by SUBRECIPIENT by giving fifteen (15) days notice in writing to SUBRECIPIENT. In such event, SUBRECIPIENT shall have no further rights hereunder, except that SUBRECIPIENT shall be paid for all Services rendered prior to receipt of notice of such termination.

Section 8. Documents and Data.

8.1 Data to be Furnished by WOODLAND. WOODLAND shall furnish to SUBRECIPIENT such documents and materials pertinent to the provision of Services hereunder as WOODLAND may possess or acquire.

8.2 Ownership of Documents. All documents and materials furnished by WOODLAND to SUBRECIPIENT pursuant to Section 8.1 hereof shall remain the property of WOODLAND and shall be returned to WOODLAND upon termination of this Agreement.

Section 9. Audit of Records.

SUBRECIPIENT shall keep such books and records as shall be necessary to perform the Services required by this Agreement and to enable WOODLAND to evaluate the cost and the performance of such services. Books and records shall be kept and prepared in accordance with generally accepted accounting principles.

WOODLAND shall have the right to audit SUBRECIPIENT's records pertaining to this Agreement and the services to be performed hereunder at SUBRECIPIENT's office location as set forth in Section 10.2 hereof. SUBRECIPIENT agrees to make available all pertinent records for the purpose of conducting such an audit at that location, during normal business hours.

Section 10. Miscellaneous Provisions.

10.1 Waiver. Inaction by WOODLAND or SUBRECIPIENT with respect to a Default hereunder shall not be deemed to be a waiver of such Default. The waiver by either WOODLAND or SUBRECIPIENT of any Default hereunder shall not be deemed to be a waiver of any subsequent Default.

10.2 Notices. All notices, demands, or other writings to be made, given, or sent hereunder, or which may be so given or made or sent by either WOODLAND or SUBRECIPIENT to the other shall be deemed to have been given when in writing and personally delivered or if mailed on the third (3rd) day after being deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective Parties at the following addresses:

If to WOODLAND: City Clerk
City of Woodland
300 First Street
Woodland, California 95695
FAX No. (530) 661-5813

With copies to: City of Woodland
Community Development Department
300 First Street
Woodland, California 95695
FAX No. (530) 661-5844

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to “WOODLAND” or “SUBRECIPIENT” shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default of breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

> "A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"WOODLAND"

CITY OF WOODLAND
a municipal corporation and charter city

Dated: ____________________ By: ____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Lisa Baker
Executive Director

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95776.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

A. The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.

B. Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Executive Director of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Family Permanent Supportive Housing in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of Fourteen Thousand, Eight

Hundred Three Dollars ($14,803), WOODLAND shall retain a total of One Thousand, Thirty-Six Dollars ($1,036) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Permanent Supportive Housing for one chronically homeless family in one unit) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of Fourteen Thousand, Eight Hundred Three Dollars ($14,803) less City administrative costs of ($1,036) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 ("the Act"), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented an measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

Section 17. Accounting. SUBRECIPIENT shall establish, and maintain on a current basis, an adequate accrual and accounting system in accordance with generally accepted accounting principles and standards.

Section 18. Audits. SUBRECIPIENT is required to arrange for an independent financial and compliance audit annually for each fiscal year Federal funds are received under this Agreement. Audits must be in compliance with O.M.B. Circular No. A-133. An audit may be conducted by Federal, State, or local funding source agencies as part of WOODLAND's audit responsibilities. The results of the independent audit must be submitted to WOODLAND within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide a written response to all conditions of findings reported in said audit report. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All conditions or finding corrective actions shall take place within six (6) months after receipt of the audit report. WOODLAND and its authorized representatives shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

If indications of misappropriation or misapplication of funds granted under this Agreement cause WOODLAND to require a special audit, the cost of the audit will be encumbered and deducted from the Grant. Should WOODLAND subsequently determine that the special audit was not warranted, the amount encumbered will be restored to the Grant. Should the special audit confirm misappropriation or misapplication of funds, SUBRECIPIENT shall promptly reimburse WOODLAND the amount of misappropriation or misapplication. In the event WOODLAND uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse CITY for legal fees and court costs incurred in obtaining the recovery.

Section 19. Certification Regarding Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

Section 21. Expendable Property. Expendable property refers to all tangible personal property other than non-expendable personal property. SUBRECIPIENT shall not purchase or agree to purchase expendable personal property at a cost of Three Hundred Dollars ($300.00) or more per unit without the prior written approval of WOODLAND.

Section 22. Purchase or Lease of Non-Expendable Property or Equipment. SUBRECIPIENT shall obtain three documented bids prior to purchasing or leasing any non-expendable property or equipment over Three Hundred Dollars ($300.00) in unit value. SUBRECIPIENT shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over Fifty Dollars ($50.00) in unit-value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price. Such inventory shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND.

Section 23. Travel and Conference Restrictions. SUBRECIPIENT covenants and agrees that travel and conference expenses will not be paid for by funds provided through this Agreement.

Section 24. Privacy. SUBRECIPIENT agrees and shall ensure that no information about or obtained from any person receiving services hereunder shall be voluntarily disclosed in any form identifiable with such person without first obtaining the written consent of such person.

Section 25. Drug Free Workplace.

26.1 Certification. SUBRECIPIENT hereby certifies to WOODLAND that SUBRECIPIENT will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:

i. Abide by the terms of the statement; and

ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

Section 26.2 Suspension. SUBRECIPIENT acknowledges and agrees that this Agreement shall be subject to suspension of payment or termination, or both, and SUBRECIPIENT shall be subject to suspension or debarment if the Community Development Director of WOODLAND or official designee determines, in writing, that:

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2014 and terminating on January 31, 2015.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	SHP Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	11,400		
2 Supportive Services*	1,867		
3. Operations**	500		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	13,767		
6. Administration	1,036		
7. Total CoC Request (total lines 5 and 6)	14,803		

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.
+ Information provided by the Yolo Wayfarer Center administration

Legislation Details (With Text)

5.

File #:	14-352	**Version:** 1	**Name:**		
Type:	Consent Item(s)		**Status:**	Agenda Ready	
File created:	8/28/2014		**In control:**	City Council	
On agenda:	9/2/2014		**Final action:**		

Title: SUBJECT: League of California Cities 2014 Annual Conference - Resolutions for Consideration

Recommendation for Action: Staff recommends that the City Council authorize Council Member Jim Hilliard, voting delegate, to take action on one resolution being considered by the League of California Cities at the Annual Conference to be held on September 3 -5, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: 2014 league background

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

SUBJECT: League of California Cities 2014 Annual Conference - Resolutions for Consideration

Recommendation for Action : Staff recommends that the City Council authorize Council Member Jim Hilliard, voting delegate, to take action on one resolution being considered by the League of California Cities at the Annual Conference to be held on September 3 -5, 2014.

Staff Contact

Ana Gonzalez, City Clerk - (530) 661-5806, ana.gonzalez@cityofwoodland.org

Background

The League of California Cities has been holding their conference as part of the annual business meeting and adoption of resolutions. Specific criteria are set to submit these resolutions for consideration, such as only issues having a direct bearing to municipal affairs, the issue is not just for local or regional concern, policy should not restate existing policy of the League and should achieve one of the following objectives: public or media attention on an issue of major importance, establish new direction, consider important issues or amend League Bylaws.

Earlier this year, the City Council appointed Council Member Jim Hilliard as the voting delegate for the City of Woodland. This year, one resolution has been introduced for consideration by the voting delegates at the

Annual Conference.

Resolution No.1 - Illegal Marijuana Grow Site. This resolution is seeking to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and rising threat to public safety relating to these illegal sites. This Resolution will provide the League with direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and secure adequate funding for implementation strategies.

Per League rules of procedure, the applicable League Policy Committee(s) will convene to consider the resolution, with their report and recommendations then being forwarded to the General Resolutions Committee. The recommendations of each of the committees will be presented to the League's Voting Delegates prior to a vote.

Conclusion

Staff recommends that the City Council authorize Council Member Jim Hilliard, voting delegate, to take action on one resolution being considered by the League of California Cities at the Annual Conference to be held on September 3 - 5, 2014.

Prepared by: Ana Gonzalez
City Clerk

Paul Navazio, City Manager

Attachment: Background Information on Resolution

Annual Conference Resolutions Packet

2014 Annual Conference Resolutions

116th Annual Conference

Los Angeles

September 3 - 5, 2014

2014 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY AND PUBLIC SAFETY POLICY COMMITTEES

1. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO CONVENE A SUMMIT TO ADDRESS THE DEVASTATING ENVIRONMENTAL IMPACTS OF ILLEGAL MARIJUANA GROWS ON BOTH PRIVATE AND PUBLIC LANDS THROUGHOUT CALIFORNIA AND THE INCREASING PROBLEMS TO PUBLIC SAFETY RELATED TO THESE ACTIVITIES BY WORKING IN PARTNERSHIP WITH THE LEAGUE OF CALIFORNIA CITIES TO DEVELOP RESPONSIVE SOLUTIONS AND TO SECURE ADEQUATE FUNDING FOR COST-EFFECTIVE IMPLEMENTATION STRATEGIES.

Source: Redwood Empire Division
Concurrence of five or more cities/city officials: Cities of Arcata; Blue Lake; Clearlake; Cloverdale; Crescent City; Eureka; Fort Bragg; Healdsburg; Lakeport; Trinidad; and Ukiah
Referred to: Environmental Quality and Public Safety Policy Committees
Recommendation to General Resolutions Committee:

WHEREAS, public concerns in response to widespread damage to fish and wildlife resources and degradation to California's environment, and threats to public safety resulting from illegal marijuana cultivation statewide requires urgent action by the Governor and the Legislature, and

WHEREAS, local governments and the public support the State's primary objectives in complying with environmental laws including the Clean Water Act, Porter-Cologne Water Quality Control Act, and Endangered Species Act and are supported by substantial public investments at all levels of government to maintain a healthy and sustainable environment for future citizens of California, and

WHEREAS, illegal marijuana cultivation activities include habitat destruction and fragmentation, poaching wildlife, illegal water diversions, unregulated use of fertilizers, pesticides, insecticides, rodenticides, soil amendments contaminating land and waters without regard for the cumulative impacts to the environment or public health, and

WHEREAS, changing global climate conditions are posing escalated threats in California to health, well-being, nature and property; as evidenced by critical water shortages across the state due to prolonged drought conditions, and

WHEREAS, illegal water diversion for the purpose of cultivating marijuana plantations poses a direct threat to California's endangered and threatened anadromous fish species, including coho salmon, Chinook salmon, steelhead trout and other aquatic species, especially at critical life phases during seasonally low flow conditions; and

WHEREAS, California is a leader in the global effort to fight climate change and is pursuing a broad, integrated strategy to reduce greenhouse gas emissions and conserve energy, yet in a recent Lawrence Livermore Lab study estimated that upwards of 10% of electricity usage statewide can be attributed to indoor marijuana cultivation; these sites are often the causation of fires and home invasion incidents due to criminal activity, and

WHEREAS, the presence of illegal marijuana growing sites on State and federal public lands is creating unsafe conditions for visitors; these lands are taxpayer supported and intended to be managed for recreation, resource conservation and the enjoyment by the public, and

WHEREAS, increasing violence and threats to public safety related to illegal marijuana grows is contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding, and

WHEREAS, the issue of illegal marijuana grows has reached a crisis level across the state as evidenced by the murder of former League Board member, Fort Bragg Councilmember and veteran forester Jere Melo who was fatally shot down while investigating a report of a marijuana grow on private timberlands in northern California.

RESOLVED, at the League General Assembly, assembled at the League Annual Conference on September 5, 2014 in Los Angeles, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to convene a summit to address the devastating environmental impacts of illegal marijuana grows on both private and public lands and the increasing problems to public safety related to these activities.

FURTHER RESOLVED, that the League will work with its member cities to educate State and federal officials regarding emerging concerns from their communities and citizenry and to the challenges facing local governments. Therefore, we request the Governor and the Legislature to work with the League to provide responsive solutions with adequate funding support and effective State and federal government leadership to address widespread environmental damage and associated threats to public safety impacting every region in the State of California.

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Background Information on Resolution No. 1

Source: Redwood Empire Division

Background:
When California voters approved Proposition 215 in 1996 there was little thought given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana grow sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction that often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Public concern for widespread, landscape-level environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

Current Problem Facing California's Cities:
Cities throughout California state have struggled with regulating medical marijuana dispensaries and grow houses along with the associated community impacts of those facilities and land use activities. Many unforeseen environmental impacts and public safety concerns are now emerging as a consequence of increased production and demand for marijuana.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The presence of illegal marijuana growing sites on state and federal public lands creates unsafe conditions for visitors. These lands are managed with taxpayer support and are intended to be for enjoyment by the public, recreation and conservation. However, the increasing level of violence and threats to public safety related to illegal marijuana grows on both private and public lands are contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

Redwood Empire Division Resolution:
The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the rising threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions, and secure adequate funding for implementation strategies.

The issues surrounding marijuana production and distribution are complex and require a comprehensive statewide approach. California cities need to have a strong voice in this process. The mission of the League of California Cities is to enhance the quality of life for all Californians and we believe that our strength lies in the unity of our diverse communities on issues of mutual concern.

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League of California Cities Staff Analysis on Resolution No. 1

Staff: Tim Cromartie (916) 658-8252
Committee: Public Safety Policy Committee

Summary:
This Resolution seeks to highlight the environmental and public safety issues triggered by illegal marijuana cultivation, and calls upon the League, the Governor and the Legislature to take action by convening a summit to address the environmental impacts of such cultivation sites. It also calls upon the State of California to provide solutions in response, including sufficient funding to decisively address the problem.

Background:
The sponsor of this resolution argues that when California voters approved Proposition 215 in 1996, little thought was given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana cultivation sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction which often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

Public concern for widespread environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

Note: The League of Cities has joined with the California Police Chiefs Association to co-sponsor legislation, SB 1262 (Correa), to establish a regulatory scheme for medical marijuana that protects local control, addresses the public safety concerns triggered by marijuana regulation, and imposes health and safety standards on marijuana for the first time. However, the measure does not address environmental issues, due to the expense and complexity associated with adding that objective to a bill that already has far-reaching regulatory goals combined with a critical need to contain state costs.

Fiscal Impact:
If the policy advocated by the Resolution is implemented by the state, there will be ongoing and unspecified costs to the State General Fund for enforcement activities, primarily in the rural counties where many of the illicit marijuana cultivation sites are located. Conservatively, the annual costs could run in the hundreds of thousands to low millions to patrol likely grow sites, crack down on illegal water diversion activities, and provide consistent environmental clean-up made necessary by illegal rodenticides and pesticides.

Comment:

To assure success, counties will have to be actively involved in any policy change geared toward rigorous and consistent enforcement against illegal marijuana grows, given the fact that many of the cultivation sites are located in rural areas under the direct authority of county governments. This will require a dialogue with counties, during which the question of local political will to enforce the law, in addition to securing the necessary funding, will arise. If counties should opt not to play an active part in an aggressive enforcement strategy, the chances of success are questionable.

Existing League Policy:

Related to this Resolution, existing policy provides:

- The League opposes the legalization of marijuana cultivation and use for non-medicinal purposes.
- Reaffirming that local control is paramount, the League holds that cities should have the authority to regulate medical marijuana dispensaries, cooperatives, collectives or other distribution points if the regulation relates to location, operation or establishment to best suit the needs of the community.
- The League affirms that revenue or other financial benefits from creating a statewide tax structure on medical marijuana should be considered only after the public safety and health ramifications are fully evaluated.

LETTERS OF CONCURRENCE

Resolution No. 1

Illegal Marijuana Grow Site

City Manager
(707) 822-5953

Environmental Services
822-8184

Police
822-2428

Recreation
822-7091

Community Development
822-5955

Finance
822-5951

Public Works
822-5957

Transportation
822-3775

736 F Street
Arcata, CA 95521

July 2, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The Arcata City Council supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California, and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. ALL of the rural areas adjacent to the City of Arcata and throughout Humboldt County have been greatly affected by the devastating environmental impacts of illegal marijuana grows!

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me at any time at mwheetley@cityofarcata.org if you have any questions.

Sincerely,

Mark E. Wheetley, Mayor

cc: Kathryn Murray, President, Redwood Empire Division, c/o Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, via email srounds@cacities.org

CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525
Phone 707.668.5655 Fax 707.668.5916

June 30, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Blue Lake supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lana Manzanita, Mayor Pro-Tem at 707-497-8159 or joe2zither1@gmail.com, if you have any questions.

Sincerely,

Lana Manzanita Mayor Pro-Tem

Lana Manzanita
Mayor Pro-Tem
City of Blue Lake

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,
srounds@cacities.org

City of Clearlake

14050 Olympic Drive, Clearlake, California 95422
(707) 994-8201 Fax (707) 995-2653

July 2, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Clearlake supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. The City of Clearlake is experiencing significant issues with illegal grows in the city limits. Individuals are squatting on lands not belonging to them and planting large grows. Grows are being planted near and along creeks going through the city with unknown substances potentially leeching into the waterways. Others are renting properties and clear cutting them of oak and other trees for plant sites often without the knowledge of the property owner. Homeowners tell of not being able to enjoy their own properties with grow sites next to them creating untenable odors, spewing of foul language and concern of threats to their personal safety if they complain. We hear often the concern of increased crime due to the grows in the city.

As a member of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Joan Phillipe at 707-994-8201 x120 or city.administrator@clearlake.ca.us, if you have any questions.

Sincerely,

Joan L. Phillipe

Joan L. Phillipe
City Manager

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, srounds@cacities.org

CITY OF
CLOVERDALE

June 25, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Cloverdale supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Throughout the Redwood Empire region including the City of Cloverdale, illegal marijuana grows negatively impact our environmental health and public safety. Last year, the Cloverdale Police Department eradicated over 300 plants within our City Limits. Please note that Cloverdale is a total of 2.5 square miles. These plants use scarce water resources during a water shortage emergency caused by the current drought and contribute to lawlessness that threats the public safety of our citizens.

On a personal level, the City of Cloverdale continues to be heartsick for the loss of City of Fort Bragg Council Member JereMelo. Jere was murdered as a result of investigating an illegal marijuana grow. Jere was an exceptional leader in our region, the League of California Cities and the State of California. The City of Cloverdale misses him greatly.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Cloverdale City Manager Paul Cayler at 707-894-1710, if you have any questions.

Sincerely,

Carol Russell

Carol Russell
Mayor
City of Cloverdale

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, srounds@cacities.org

CITY OF CRESCENT CITY
377 J STREET
CRESCENT CITY, CA 95531
707-464-7493
707-465-4405 (FAX)

Mayor Rick Holley * *Mayor Pro Tem Ron Gastineau*
Council Member Richard Enea * Council Member Kelly Schellong * Council Member Kathryn Murray
City Clerk Robin Patch * City Attorney Robert N. Black * City Manager Eugene M. Palazzo

June 23, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Crescent City supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Illegal marijuana grows have a devastating impact on the State and federal public lands surrounding our community. They create unsafe conditions for our visitors. The use of unregulated fertilizers, pesticides, insecticides and rodenticides contaminate the land and ground water.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Eugene Palazzo, City Manager at 707-464-7483 ex 232 or epalazzo@crescentcity.org, if you have any questions.

Sincerely,

Richard Holley
Mayor
Crescent City

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,
srounds@cacities.org

CITY OF EUREKA
531 K Street • Eureka, California 95501-1146 • (707) 441-4144
CITY MANAGER
fax (707) 441-4138

June 26, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Eureka supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Our city has seen an increase in gang activity and organized crime within the Greater Eureka Area as a result of illegal growing operations. Our law enforcement and community safety have been negatively impacted by these criminal activities.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager Greg Sparks at 707.441.4140 or gsparks@ci.eureka.ca.gov, if you have any questions.

Sincerely,

Greg L. Sparks
City Manager
City of Eureka

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, srounds@cacities.org

CITY OF FORT BRAGG
Incorporated August 5, 1889
416 N. Franklin St.
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802
http://city.fortbragg.com

June 23, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Fort Bragg supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. The City of Fort Bragg lost City Councilmember and former Mayor Jere Melo in August 2011 when he walked into an illegal grow site and was shot and killed by the person guarding said site.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager Linda Ruffing at 707-961-2823 or lruffing@fortbragg.com, if you have any questions.

Sincerely,

Dave Turner
Mayor

Meg Courtney
Vice Mayor

Scott Deitz
Councilmember

Doug Hammerstrom
Councilmember

Heidi Kraut
Councilmember

cc: Kathryn Murray, President, Redwood Empire Division c/o Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, srounds@cacities.org

CITY OF HEALDSBURG
ADMINISTRATION

401 Grove Street
Healdsburg, CA 95448-4723

Phone: (707) 431-3317
Fax: (707) 431-3321

Visit us at *www.ci.healdsburg.ca.us*

June 30, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Healdsburg supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me either by phone at (707) 431-33171or by e-mail at jwood@ci.healdsburg.ca.us if you have any questions.

Sincerely,

James D. Wood
Mayor
City of Healdsburg

cc: Kathryn Murray, President, Redwood Empire Division
c/o Sara Rounds, Regional Public Affairs Manager,
LOCC Redwood Empire Division, srounds@cacities.org

CITY OF LAKEPORT

Over 100 years of community pride, progress and service

July 1, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: ENVIRONMENTAL AND PUBLIC SAFETY IMPACTS OF ILLEGAL MARIJUANA GROWS RESOLUTION

Dear President Cisneros:

The City of Lakeport supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me at (707) 263-5615, Ext. 12 or by email at kparlet@cityoflakeport.com if you have any questions.

Sincerely,

Kenneth Parlet, II
Mayor

cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, srounds@cacities.org

225 PARK STREET • LAKEPORT, CALIFORNIA 95453 • TELEPHONE (707) 263-5615 • FAX (707) 263-8584

CITY OF TRINIDAD
P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223
Fax: (707) 677-3759

July 2, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Trinidad supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Sincerely,

Julie Fulkerson

Julie Fulkerson
Mayor

Cc: Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division

City of Ukiah

June 30, 2014

José Cisneros, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Ukiah supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Jane Chambers, City Manager, at 7407-463-6210 or jchambers@cityofukiah.com, if you have any questions.

Sincerely,

Philip E. Baldwin
Mayor

Mary Anne Landis
Vice Mayor

Benj Thomas
Councilmember

Douglas F. Crane
Councilmember

Steve Scalmanini
Councilmember

Cc: Kathryn Murray, President, Redwood Empire Division c/o
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, srounds@cacities.org

City of Woodland

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Details (With Text)

6.

File #:	14-351 **Version:** 1	**Name:**	Community Service Awards Nominating Committee
Type:	Consent Item(s)	**Status:**	Agenda Ready
File created:	8/27/2014	**In control:**	City Council
On agenda:	9/2/2014	**Final action:**	

Title: SUBJECT: Community Service Awards Nominating Committee

Recommendation for Action
Staff recommends that the City Council appoint a new Nominating Committee at the September 16, 2014 regular City Council meeting for the 2015 Community Service Awards.

Sponsors:

Indexes:

Code sections:

Attachments: 2015 Nomination Form

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014
SUBJECT: Community Service Awards Nominating Committee

Recommendation for Action
Staff recommends that the City Council appoint a new Nominating Committee at the September 16, 2014 regular City Council meeting for the 2015 Community Service Awards.
Staff Contact
Jennifer Robinson, Secretary to the City Manager - (530) 661-5800, jennifer.robinson@cityofwoodland.org
Fiscal Impact

The resources necessary to support the recognition of community members for outstanding service to Woodland were included in the FY 2015 General Fund budget.

Background

It's time to begin the process leading up to the presentation of the 2015 Community Service Awards in late February. The first step is to form the Nominating Committee.

The Community Service Award, which was first presented in 1983 and annually since 1986, is the City Council's opportunity to recognize individuals with long standing service to the community in terms of:

- Community leadership
- Demonstrated, selfless service to the community
- Dependability in completing assignments/projects

- Interest in varied activities

The Council appoints a Nominating Committee that meets and makes its recommendations to the City Council. The Council acts on the recommendations and the Awards are presented at a dinner event to be held on Thursday, February 19, 2015 at 6:00p.m.

Discussion

In order to proceed with the planning for the Community Service Awards event in late February, 2015, a new Nominating Committee must be appointed. Appointment of the Nominating Committee during the regular meeting of September 16 will allow staff to provide the support necessary for the Committee to complete its work in a timely manner. Mayor Stallard would be one member of the Nominating Committee and each of the remaining four Council Members would appoint one member. Council appointees to the Nominating Committee can be Council member's previous appointee or a new individual. The Mayor will also ask two past recipients to participate to bring the total membership of the Nominating Committee to seven (7) people.

Council members are requested to personally contact your appointee prior to September 16th to determine if they would be willing to participate.

The City will again invite the public to submit names of people the Nominating Committee should consider for the Community Service Award.

Conclusion

Staff recommends that the City Council appoint a new Nominating Committee at the September 16 regular City Council meeting for the 2015 Community Service Awards.

Prepared by: Jennifer Robinson, Secretary to the City Manager

Paul Navazio, City Manager

Attachment

CITY OF WOODLAND

2015 COMMUNITY SERVICE AWARDS SUGGESTED CANDIDATE FORM

The City Council of the City of Woodland annually presents Community Service Awards, the City's highest honor, to select individuals with a significant record of assisting the Woodland community. The City is accepting suggestions from the public of names of candidates to be considered for the 2015 Award. To suggest a candidate please complete this form and submit it to Mayor Tom Stallard at Woodland City Hall, City Manager's Office, 300 First Street, Woodland, CA 95695. Suggestions should be received by **Friday, December 12, 2014** in order to be considered by the Nominating Committee.

Selection criteria is community leadership; demonstrated, selfless service to the community; initiated an important ongoing project or program in the community; interest in varied activities; and dependability in completing assignments. Be as complete as possible. Attach additional pages if needed. Names submitted last year will be reconsidered this year; however, names may also be resubmitted to supply additional or updated information.

SUGGESTED AWARD CANDIDATE'S NAME:________________________________

EXPLAIN WHY THIS PERSON DESERVES THE AWARD:______________________

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SUBMITTED BY:____

ADDRESS:_________________________________**TELEPHONE:**_______________

Legislation Details (With Text)

7.

File #:	14-342	**Version:** 1	**Name:**		
Type:	Report of the City Manager		**Status:**	Agenda Ready	
File created:	8/25/2014		**In control:**	City Council	
On agenda:	9/2/2014		**Final action:**		

Title: SUBJECT: East Kentucky Avenue Road Rehabilitation Project, CIP 10-07; Authorize Budget Adjustment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing an increase to the project of $40,561 in Transportation Grant funding and a corresponding reduction of Measure E funding pending funding allocation by the Federal Highway Administration.

Sponsors:

Indexes:

Code sections:

Attachments: 1007(Budget Adjustment Resolutution)9-2-14

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

SUBJECT: East Kentucky Avenue Road Rehabilitation Project, CIP 10-07; Authorize Budget Adjustment

Recommendation for Action : Staff recommends that the City Council adopt Resolution No. _____ authorizing an increase to the project of $40,561 in Transportation Grant funding and a corresponding reduction of Measure E funding pending funding allocation by the Federal Highway Administration.

Staff Contact

James Heath, Associate Civil Engineer - (530) 661-5977, james.heath@cityofwoodland.org

Fiscal Impact

The total project budget is $1,472,683 which consists of $802,511 of Measure E funding and $670,172 of Transportation Grant funding as identified and allocated in the Capital Budget as CIP 10-07.

The proposed budget adjustment will increase Transportation Grant funding by $40,561 and decrease the Measure E funding by $40,561. This action has a net zero project budget impact but a positive impact to the Measure E fund.

Background

The E. Kentucky Avenue project will reconstruct the roadway section on East Kentucky between East St and Paddock Place. The project will also reconfigure the travel lanes to include one lane of travel in each direction, separated by a two-way center turn lane to facilitate access to the adjacent parcels. The project will add bike lanes in each direction to close the gap in the bike system between the existing bike lanes to the east and the future bike route planned west of East Street to be installed with the Kentucky Avenue Widening and Complete Streets in 2017.

The project began construction on August 25 with an anticipated completion date of late October 2014. Starting September 2, the roadway will be closed to through traffic and will remain closed to through traffic or completely closed for the remainder of the project. The roadway closure has been vetted through multiple meetings with the adjacent land and business owners.

Discussion

The Lemen/North/East Street Realignment Project, Project No. 00-04 was completed under budget, leaving $40,561 of Transportation Grant funding unused. The reallocation of $40,561 to the East Kentucky Avenue Road Rehabilitation Project has been approved by Caltrans and is pending Federal Highway Administration approval. The off-setting Measure E reduction will be available for programming in future road maintenance projects.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ authorizing an increase to the project of $40,561 in Transportation Grant funding and a corresponding reduction of Measure E funding pending funding allocation by the Federal Highway Administration.

Prepared by: James Heath P.E., Associate Civil Engineer

Reviewed by: Brent Meyer P.E., City Engineer

Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachments: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING A BUDGET ADJUSTMENT FOR THE EAST KENTUCKY AVENUE PROJECT CIP 10-07

WHEREAS, the East Kentucky Avenue Road Rehabilitation Project is funded in the Capital Budget; and

WHEREAS, the Lemen/North/East Street Realignment Project, Project No. 00-04 was completed under budget, leaving $40,561 of Transportation Grant funding unused; and

WHEREAS, the $40,561 of Transportation Grant funding has been re-allocated to the East Kentucky Avenue Road Rehabilitation Project; and

WHEREAS, the allocation has been approved by Caltrans and is pending Federal Highway Administration approval; and

WHEREAS, the City Council desires to expend all available federal funds to construct the East Kentucky Avenue Road Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND AS FOLLOWS:

Section 1. Pending funding allocation by Federal Highway Administration, the City Council authorizes an increase to the project of $40,561 in Transportation Grant funding and a reduction of $40,561 in Measure E funding.

PASSED AND ADOPTED by the City Council this 2nd day of September, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tom Stallard, Mayor

ATTEST: **APPROVED AS TO FORM:**

____
Ana B. Gonzalez, City Clerk

____
Kara K. Ueda, City Attorney

Legislation Details (With Text)

8.

File #:	14-334	**Version:** 1	**Name:**		
Type:	Report of the City Manager		**Status:**	Agenda Ready	
File created:	8/18/2014		**In control:**	City Council	
On agenda:	9/2/2014		**Final action:**		

Title: SUBJECT: Authorize the City Manager to Execute an Amendment to the CalHFA HELP loan No. HELP-020604-11

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to execute an Amendment to the California Housing Finance Agency (CalHFA) Housing Enabled by Local Partnerships (HELP) loan No. HELP-020604-11 by and between the Woodland Successor Agency and CalHFA.

Sponsors:

Indexes:

Code sections:

Attachments: Loan Agreement-Agency.Heritage Oaks LP
RESOLUTION Authorization of Extension_Heritage Oaks Apts
Woodland_ Amendment to Heritage Oaks Prom Note9.2.pdf

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

SUBJECT: Authorize the City Manager to Execute an Amendment to the CalHFA HELP loan No. HELP-020604-11

Recommendation for Action : Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to execute an Amendment to the California Housing Finance Agency (CalHFA) Housing Enabled by Local Partnerships (HELP) loan No. HELP-020604-11 by and between the Woodland Successor Agency and CalHFA.

Staff Contact

Wendy Ross, Economic Development Manager-530 661-5921, wendy.ross@cityofwoodland.org

Fiscal Impact

The fiscal impact to the City is expected to remain neutral. For the ten year loan extension repayment period of August 23, 2014 through August 23, 2023 Heritage Oaks L.P. will make annual payments of $100,000 to the Successor Agency who will in turn "pass through" the annual $100,000 payment to CalHFA as specified in the attached Amendment to the Loan Agreement CalHFA Loan No. HELP-020604-11.

The amount assumed and owed by the Woodland Successor Agency to CalHFA is approximately $2,036,183.33 ($1,550,000 principal $486,183.33 interest accrued through August 5, 2014). To begin repayment of the HELP Loan, a partial payment of $50,000 was due for repayment on August 23, 2014 and again on December 1, 2014. Following the initial two part payment, the proposed repayments of $100,000 is due annually effective August 23, 2015 through August 23, 2023. A payment of the remaining loan balance will be due August 23, 2024.

Ultimately, the Successor Agency to the Former Woodland Redevelopment Agency is responsible for the repayment of this loan. Per AB X1 26, as part of the winding down process of the former Redevelopment Agency, the Successor Agency has a fiscal responsibility to accurately report outstanding debt and the use of Successor Agency funds. It is anticipated that the Department of Finance will approve the amendment and allow staff to revise the Recognized Obligation Payment Schedule (ROPS) 14-15A to reflect the amended repayment structure.

Report in Brief

Staff is seeking a loan modification to extend the term of the California Housing Finance Agency ("CalHFA") $1,550,000 Housing Enabled by Local Partnership ("HELP") Loan awarded to the City of Woodland Redevelopment Agency ("Agency") in 2004 to assist with financing the acquisition of the Heritage Oaks Apartments. Currently, the HELP loan is due and payable on August 23, 2014. No changes are proposed to the interest rate, currently 3% simple per annum.

Background

Heritage Oaks Apartments is a 120 unit apartment community located in the City of Woodland and in the County of Yolo. It was originally developed in 1984. In December of 2004, Heritage Oaks, L.P. acquired the community. The developer transitioned the apartment complex from a market rate, to a 100% affordable rental housing community. The Agency used the HELP loan proceeds to assist with financing the acquisition of the Heritage Oaks Apartments after the Agency entered into a loan agreement with Heritage Oaks, L.P. ("Heritage Oaks") in January 2005 for the HELP funds. (The Agency which was dissolved in 2012 as a result of AB 1X 26 has been replaced by the City of Woodland Successor Agency ("Successor Agency") and is now fiscally responsible to CalHFA for the outstanding loan repayment).

Discussion

City staff initiated discussions with the project property owner, Heritage Oaks LP in 2012 regarding the repayment of the Agency loan. The property owner, with City staff's support and encouragement, made efforts to generate funds from the project in order to repay the City's loan in a timely manner. However, these efforts were ultimately unsuccessful as a result of the complexity of the financing plan for the project and the impact of the 2008-2009 Recession on operating revenues. Besides the proceeds of the HELP loan, the project owner used Fannie Mae enhanced mortgage revenue bonds, tax credits, and deferred developer fees to finance the acquisition and rehabilitation of the 120-unit housing complex that converted from a market rate project to a 100% affordable housing project. Because the project is not able to cover repayment of the City's loan by the August 23, 2014 deadline, City staff has worked with the property owner to create an alternative repayment schedule.

Once a repayment schedule and terms was finalized, staff submitted an amendment request to CalHFA on January 29, 2014. Staff at CalHFA eventually contacted city staff with some follow up questions and provided an Amendment to be accepted by the City on August 5, 2014. Tonight's meeting is the first opportunity to present the loan amendment to City Council since staff received the CalHFA approved loan amendment.

This original loan has been included on the Successor Agency semi-annual Recognized Obligation Statement (ROPS) schedule indicating that the full amount of the loan, approximately $2,036,183.33, was due and payable on August 23, 2014. However, based on the information above, due to the lagging economy and changes in bank financing, neither Heritage Oaks LP nor the Woodland Successor Agency are able to make the full payment which has been included on the ROPS as a one time payment due on August 23, 2014. Once the referenced Amendment is approved by Council and the Successor Agency Oversight Board on September 17, 2014, it will be turned in to DOF and they will modify the ROPS to allow for the approved payment schedule for the HELP loan.

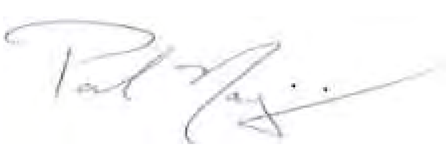
Conclusion

Staff recommends that the City Council adopt a Resolution No. _____ authorizing the City Manager to execute an Amendment to the California Housing Finance Agency (CalHFA) Housing Enabled by Local Partnerships (HELP) loan No. HELP-020604-11 by and between the Woodland Successor Agency and CalHFA as detailed in the attached HELP Loan Amendment.

Prepared by: Wendy Ross, Economic Development Manager

Reviewed by: Kim McKinney, Finance Officer

Reviewed by: Ken Hiatt, Community Development Director



Paul Navazio, City Manager

Attachments:

1. Proposed CalHFA HELP Loan 020604-11 Amendment
2. Resolution No. _____
3. Amendment to Heritage Oaks LP Promissory Note

LOAN AGREEMENT

THIS LOAN AGREEMENT (**"Agreement"**), is made and entered into as of **January 11, 2005**, by and between the **REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND** (hereinafter referred to as the "Agency") and **HERITAGE OAKS, L.P.**, a California limited partnership (hereinafter referred to as the "Borrower").

RECITALS

A. The Agency is a community redevelopment agency formed, organized and existing pursuant to the provisions of the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.). Pursuant to said law, the Agency is vested with the responsibility for carrying out the duly adopted Redevelopment Plan (the "Redevelopment Plan") for the Woodland Redevelopment Project (the "Redevelopment Project").

B. One of the major goals and objectives of the Redevelopment Plan, and one of the primary purposes of the Community Redevelopment Law, is to improve, increase and preserve the community's supply of low- and moderate-income housing available at affordable housing cost, to persons and families of very low, low or moderate income.

C. The Borrower is in the process of acquiring certain property located generally at 186 Muir Street, in the City of Woodland, which property is currently improved with a 120-unit multi-family residential apartment complex originally constructed in or around 1984, commonly known as the Heritage Oaks Apartments (the "Site"). The Borrower intends to acquire and rehabilitate the Site and rent the units to very low and low-income persons and families.

D. Financing for the acquisition and rehabilitation of the Site (the "Project") is intended to be provided, in part, from the sale of approximately $7,000,000 in Multi-Family Housing Revenue Bonds to be issued by the California State Communities Development Authority (the "Bond Financing").

E. In addition to the Bond Financing, Agency has obtained approval of a loan in the principal amount of $1,550,000 (the "Agency's HELP Loan") from the California Housing Finance Agency ("CalHFA") to assist the Borrower with the Project.

F. The purpose of this Agreement is to effectuate the Redevelopment Plan by providing a loan to the Borrower to pay a portion of the costs for acquisition and rehabilitation of the Site, thereby creating affordable housing opportunities for very low and low-income persons and households.

AGREEMENTS

In consideration of their mutual covenants herein contained and subject to the terms, conditions and provisions hereof, the parties agree as follows:

1. <u>**HELP Loan**</u>: Subject to the terms and conditions set forth in this Agreement, Agency hereby agrees to loan to Borrower, and Borrower agrees to borrow from Agency, the sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS ($1,550,000) (the "HELP Loan"), to pay for a portion of the costs of acquisition and rehabilitation of the Site.

Borrower's obligation to repay the HELP Loan shall be evidenced by a Promissory Note (the "Note"), to be executed by Borrower and delivered to Agency in substantially the form set forth in **Exhibit A**, attached hereto and incorporated herein by reference. The Note shall be secured by a Deed of Trust (the "Deed of Trust"), to be executed by Borrower and delivered to Agency in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference. The Deed of Trust shall be recorded against the Site. The Note shall be dated and the Deed of Trust shall be recorded concurrently with, and as a condition to, distribution of the proceeds of the HELP Loan to Borrower.

Agency shall deliver the proceeds of the HELP Loan to Borrower, upon completion of the following:

(a) Borrower shall deliver to Agency evidence that Borrower has obtained all approvals for the Bond Financing, and/or other sources of funds to pay all costs necessary to acquire and rehabilitate the Site other than the proceeds of the HELP Loan;

(b) Borrower shall deliver to Agency evidence that the Borrower is diligently proceeding with the preparation of all construction plans, drawings and related documents, and obtaining approvals of all permits and any environmental review and documentation that may be required for the Project;

(c) Borrower shall execute and deliver to Agency (or to the escrow agent for the benefit of Agency) the Note and Deed of Trust (in recordable form) evidencing the HELP Loan;

(d) Borrower shall execute in recordable form and deliver to Agency (or the escrow agent for the benefit of Agency) the Affordability Covenant provided for under Section 2, below; and

(e) Borrower shall cause the Title Company to issue to Agency a binding commitment to issue an ALTA standard form lender's policy of title insurance, with any endorsements Agency may reasonably require, insuring Agency in the principal amount of the Note.

Agency agrees to subordinate the Deed of Trust to financing obtained by Borrower through the Bond Financing, or alternative financing obtained by Borrower; provided the total aggregate amount of such financing secured by Borrower, together with the HELP Loan, shall not exceed the appraised value of the completed Project; and provided, further, that any such subordination shall be subject to the provisions set forth in this Section 1 and paragraph 3 of the Addendum to Deed of Trust (**Exhibit B**). Agency shall have the right to review and approve the terms and conditions of any such senior financing, which approval shall not be unreasonably withheld. Agency shall have the right to record a request that Agency receive notice of any default by Borrower under the Bond Financing or other financing obtained by Borrower with respect to the Project. To implement any such subordination, Agency agrees to cooperate with Borrower and execute such subordination agreements and/or intercreditor agreements that may be reasonably required, in form and content approved by Agency counsel.

Borrower acknowledges and understands that the HELP Loan will be funded by Agency from the proceeds of the Agency HELP Loan obtained by Agency from CalHFA. In addition to all of the terms and conditions set forth herein, Borrower agrees to comply with all of the terms and conditions of the Agency HELP Loan from CalHFA, as set forth in the California Housing Finance Agency Loan Agreement (CalHFA Loan No. HELP-020604-11) between CalHFA and the Agency, dated as of August 23, 2004, a copy of which is attached hereto as **Exhibit D** and incorporated herein by reference, including without limitation all conditions and restrictions relating to the use of funds disbursed by CalHFA and all semi-annual reporting requirements set forth therein.

2. Affordable Units: The Borrower covenants and agrees for itself, its successors, its assigns and every successor in interest, that all 120 residential units in the Project shall be designated "Affordable Units" and shall be rented to persons and families of very-low and low income, as follows:

(1) Not less than 12 (or ten percent (10%)) of the Affordable Units shall be rented to qualified very-low income households, whose income does not exceed fifty percent (50%) of the Median Income ("Eligible Households"). These very-low income Affordable Units shall be available at

rents that do not exceed 30% of 50% of the Median Income, adjusted by household size, less a utility allowance.

(2) The remaining not more than 108 (or ninety percent (90%)) of the Affordable Units shall be rented to qualified low income households, whose income does not exceed sixty percent (60%) of the Median Income (also referred to as "Eligible Households"). These low-income Affordable Units shall be available at rents that do not exceed 30% of 60% of the Median Income, adjusted by household size, less a utility allowance.

The income levels and maximum affordable rent of the Eligible Households must comply with the regulations promulgated by the California Department of Housing and Community Development Sections 6910-6932 in Title 25 of the California Code of Regulations, governing the Agency set aside housing fund. Notwithstanding the foregoing, so long as the Project is in compliance with the requirements established by the Tax Credit Financing or the regulatory agreement relating to any other federal or state administered program providing financing for the Project, the Project shall be deemed to be in compliance with this Agreement and the Affordability Covenant.

3. **Affordability Covenant:** Concurrently with execution of the Note, and prior to and as a condition precedent to funding of any portion of the HELP Loan, Borrower shall also execute and deliver an Affordability Covenant (the "Affordability Covenant") to Agency in the form substantially as set forth in **Exhibit C** hereto and incorporated herein by reference. The Affordability Covenant shall be recorded against the Site and shall remain in effect for a period of fifty-five (55) years from the date of recordation.

Agency agrees that the Affordability Covenant shall be subordinate to a regulatory agreement or other covenants and restrictions relating to the Bond Financing or other financing to be secured by Borrower for acquisition and rehabilitation of the Site.

4. **Repayment of Note.** The Note shall have a term ending August 22, 2014 (one day prior to the end of the term of the Agency HELP Loan) (the "Note Termination Date"). The Note shall provide that so long as Borrower is not in default under the terms of the Note,, the Deed of Trust, or the Affordability Covenant (defined in Section 3, above), then the Borrower shall have no obligation to make any payments under the Note until the Note Termination Date. The Note shall provide further that so long as the Borrower is not in default under the Note, the Deed of Trust or the Affordability Covenant, then the entire principal balance of the Note, together with all interest owing thereon, shall be due and payable in full not later than the Note Termination Date.

5. **Rehabilitation Work:** Borrower shall obtain, at Borrower's sole cost and expense, all approvals for, and enter into any contracts or other agreements necessary to undertake and complete the rehabilitation of the improvements on the Site, including without limitation any all permits, required site work, and construction costs. Any contracts entered into with respect to the rehabilitation shall be subject to prior review and approval by Agency.

6. **Relocation:** Borrower intends to acquire the Site and rehabilitate the residential units currently existing on the Site. Borrower intends to undertake and complete such rehabilitation work in such manner and fashion to ensure that it will not be necessary to relocate any tenants currently or hereafter residing on the Site. During the period of the rehabilitation work, Borrower shall consult with Agency as periodically as Agency may reasonably request, to update the Agency on the progress of Borrower's rehabilitation efforts and the status of the occupancy of the Affordable Units located on the Site. To the extent it is determined that it will be necessary to temporarily relocate one or more occupants on the Site, any such relocation shall be undertaken and completed at Borrower's sole cost and expense. Further, Borrower shall comply with all applicable relocation laws and regulations in any such relocation, and shall indemnify and hold Agency and the City of Woodland harmless from any costs or claims for loss or damage which may arise from any such relocation that may be required.

7. **Maintenance of the Site:** Borrower covenants and agrees that it shall maintain, or cause to be maintained, the Site in good condition and repair, and shall keep the Site reasonably free from any accumulation of debris or waste materials prior to, during and after completion of the rehabilitation work.

If, at any time, Borrower fails to maintain the Site and has either failed to cure such condition within thirty (30) days from the date of written notice from Agency to Borrower, or has failed to commence to cure (and thereafter diligently work to complete such cure) if such condition cannot reasonably be cured within said thirty-day period, Agency may perform the necessary corrective maintenance, and Borrower shall pay such costs as are reasonably incurred for such maintenance. Agency shall have the right to place a lien on the property should the Borrower not reimburse the Agency for such costs within sixty (60) days following Agency's written demand to Borrower for reimbursement of such costs. Borrower shall, on behalf of itself, its heirs, successors and assigns, grant to Agency and its officers, employees and agents, an irrevocable license to enter upon the Site to perform such maintenance during normal business hours after receipt of written notice from Agency as hereinabove described and after Borrower's failure to cure or remedy such failure within thirty (30) days of such notice. Any such entry shall be made only after reasonable notice to Borrower, and Agency shall indemnify and hold Borrower harmless from any claims or liabilities pertaining to any such entry by Agency.

Failure by Borrower to maintain, or cause to be maintained, the Site in the condition provided in this Section 7 shall constitute a default under the Note. The foregoing covenants shall remain in effect for a period of fifty-five (55) years from the date the Affordability Covenant is recorded against the Site.

8. Indemnification; Insurance. During the periods of construction on the Site and until such time as all rehabilitation work on the Site has been completed, Borrower agrees to and shall indemnify, protect, defend and hold the Agency and the City of Woodland, and their agents, officers and employees, harmless from and against all liability, active and passive claims, suits, loss, damage, costs, expenses, penalties and/or causes of action, excepting only liability arising solely from the gross negligence or willful misconduct of the Agency or City, (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person, violation of any federal, state or municipal law or ordinance or other cause in connection with Borrower's operations or its activities hereunder, and/or Borrower's representatives, contractors or subcontractors or on account of the performance or character of the rehabilitation work or other work be performed by, or on behalf of, the Borrower under this Agreement, which shall occur on or adjacent to the Site during the term of this Agreement. The Agency and the City shall not be responsible for any acts, errors or omissions of any person or entity except the Agency and the City and their respective agents, servants, employees or contractors.

Prior to the commencement of any work on the Site, Borrower shall furnish, or cause to be furnished, to the Agency duplicate originals or appropriate certificates of insurance evidencing commercial general liability insurance on an occurrence basis insuring against bodily injury and property damage in a combined single limit of liability per occurrence in the amount of $2,000,000.00, general aggregate limit of $5,000,000.00 and builder's all risk insurance in an amount not less than the full insurable value of the improvements to the Site on a replacement cost basis, naming the Agency and the City as additional insureds. Borrower shall further provide evidence of automobile liability insurance on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than $2,000,000.00 per occurrence, covering owned, non-owned and hired automobiles. Borrower shall also provide evidence of worker's compensation insurance in the statutory amount required by law. Borrower's contractor, and subcontractors if any, shall also submit evidence of liability insurance in the same form and amount as required by Borrower. If at any time during the life of this Agreement, the Borrower fails to maintain the required insurance in full force and effect, the Agency shall have the right to obtain such insurance and Borrower shall pay such costs as are reasonably incurred for such insurance policy. The Agency shall have the right to place a lien on the property should the Borrower not reimburse the Agency for such costs within sixty

(60) days following Agency's written demand to the Borrower for reimbursement of such costs.

9. **Records; Reporting Requirements.** Borrower shall submit to the Agency annual reports during the term of the Affordability Covenant, together with supporting evidence, identifying the Eligible Household(s) occupying the Unit(s), the income and family size of the new Eligible Households occupying the Unit(s), and the rental rate for each Eligible Household occupying the Unit(s). Such annual reports shall be due by April 1 of each year, covering the immediately preceding January 1 through December 31 reporting year. Such information shall be reported to the Agency pursuant to Health and Safety Code Section 33418, in substantially the form attached as Exhibit B to the Affordability Covenant (**Exhibit B** hereto), or in a substantially equivalent format acceptable to the Agency.

The Borrower shall maintain in accordance with generally accepted accounting principles, complete books and records relating to the acquisition, construction and development of the Project and the rental of the Units within the Project. The Borrower shall maintain such books and records for a period of at least five (5) years from the calendar year to which such books and records relate. Upon request for examination by the Agency, the Borrower at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Agreement, including records relating to the Eligible Households. Borrower shall permit the Agency to audit, examine and make excerpts or transcripts from these records.

10. **Termination:** If, through any cause, the Borrower shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Borrower shall violate any of the covenants, requirements or stipulations of this Agreement, including without limitation the affordability restrictions set forth in the Affordability Covenant recorded against the Site, the Agency shall thereupon have the right to terminate this Agreement by giving written notice to the Borrower of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all outstanding amounts of principal and accrued interest, if any, due under the Note shall become immediately due and payable, and neither party shall have any further rights or obligations under this Agreement.

11. **Compliance with Governmental Regulations:** The Borrower shall, at its sole cost and expense, comply with all applicable municipal, county, state, and federal requirements now in force, or which may hereafter be in force, pertaining to any and all activities contemplated under this Agreement.

12. **Discrimination Prohibited:** The Borrower hereby covenants by and for itself and any successors in interest that there shall be no discrimination against, or segregation of any persons, or group of persons, on account of sex, race, color, creed, marital status, religion, disability, sexual orientation, source of income, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Borrower itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

13. Form of Nondiscrimination and Nonsegregation Clauses: The Borrower shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

2. **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

   "That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased."

3. **In contracts:** "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

4. **Agency's Right of Access to Unit:** For the purpose of assuring compliance with this Agreement, representatives of Agency shall have the reasonable right of access to the Site, and all Units thereon, without charge or fee, at normal hours, to ensure that the Borrower is complying with the terms, covenants and conditions of this Agreement. Such representatives shall be those who are so identified, in writing, by the Executive Director of Agency. Any such access shall be provided only after reasonable notice to the Borrower and Agency shall indemnify, defend, and hold the Borrower harmless from any damage caused or liability arising out of its exercise of its right of access to the Site.

15. **Nonliability of Officials, Employees, Agents and Contractors of Agency and the City of Woodland:** No member, official, employee or contractor of Agency or the City of Woodland shall be personally liable to the Borrower, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to the Borrower or its successors, or any obligations under the terms of this Agreement.

16. **Effect and Duration of Covenants:** All of the terms, covenants, agreements or conditions set forth in this Agreement shall remain in effect for the length of time set forth herein and in the exhibits hereto, to the extent permitted by law.

17. **Assignment:** The Borrower shall not assign this Agreement, in whole or in part, or any rights or obligations of the Borrower hereunder, without the prior approval of the Agency. Any assignment not approved by the Agency shall be invalid, and of no force or effect.

18. **Alteration; Modification**: No alteration, modification or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

19. **Waiver**: Agency's waiver of any default, breach or condition precedent shall not be construed as a waiver on the part of the Agency of any other default, breach or condition precedent, or any other right hereunder.

20. **Successors and Assigns**: The terms, conditions and provisions herein contained shall, subject to the provisions as to assignments, apply to and bind the successors, executors, administrators and assigns of all the parties hereto.

21. **Time**: Time is of the essence of this Agreement.

22. **Notices**: All notices and communications to be given to either party may be given in writing, depositing the same in the United States mail, postage prepaid, and addressed to the appropriate party, addressed as follows:

To the Borrower:	Heritage Oaks, LP c/o Ezralow Company 23622 Calabasas Road, Suite 200 Calabasas, California 91302
To the Agency:	Redevelopment Agency of the City of Woodland 300 First Street Woodland, California 95695 Attn: Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND

By: ______________________
Executive Director

787789v7 04700/0009

BORROWER:

HERITAGE OAKS, L.P.,
a California limited partnership

By: JHC-Heritage Oaks LLC,
a California limited liability company,
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public
benefit corporation,
Member

By: Laura Archuleta
Laura Archuleta, President

By: Heritage Woodland 120, LLC,
a Delaware limited liability company,
Co-General Partner

By: FLEA California Ventures, LLC,
a Delaware limited liability company,
Its: Manager

By:____________________
Gary E. Freedman,
Executive Vice President

787789v5 04700/0009

EXHIBIT A

FORM OF NOTE

Initial Principal Amount:
$1,550,000

February 1, 2005
Woodland, California

FOR VALUE RECEIVED, HERITAGE OAKS, L.P., a California limited partnership (the "Maker"), having an address of c/o Ezralow Company, 23622 Calabasas Road, Suite 200, Calabasas, California 91302, promises to pay the REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND ("Holder"), the principal sum of ONE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS ($1,550,000) with simple interest at the rate of THREE percent (3%) per annum.

1. This Note is made pursuant to that certain Loan Agreement (the "Agreement") between Maker and Holder dated January 11, 2005. This is a promissory note for the repayment to Holder of funds advanced on behalf of Maker (the "HELP Loan") for costs related to the acquisition and rehabilitation of the Project on that real property described in the Agreement as the "Site". The Site is currently improved with a multi-family residential housing project consisting of 120 residential units (the "Units"), to be rehabilitated by Maker as provided for under the Agreement. Following rehabilitation, the Units shall be rented to qualified very low and low income persons and families (the "Project"), all as described in the Agreement. All capitalized terms not defined in this Note shall have the meaning set forth in the Agreement.

2. Payment of this Note is secured by a deed of trust, assignment of rents, security agreement and fixture filing (the "Deed of Trust") from Maker to Holder upon the Site.

3. So long as Maker is not in default under this Note, the Deed of Trust or the Affordability Covenant (recorded against the Site pursuant to the Agreement), no payments shall be due under this Note until August 22, 2014 (one day prior to the end of the term under the Agency HELP Loan) (the "Note Termination Date"), at which time the entire principal balance of this Note, together with all interest owing thereon, shall be due and payable in full. All payments made hereunder shall be credited first to any accrued but unpaid interest, then to current interest due and owing and lastly to principal. Interest not paid current shall accrue and shall not be compounded.

4. Notwithstanding anything to the contrary provided herein, in the event that the Project is in material default under the terms of the Affordability Covenant or the Bond Financing provisions (as such terms are defined in the Agreement) such that

the affordability restrictions are no longer in effect, or if there shall have been an event of default under this Note or the Deed of Trust securing this Note, then after the expiration of applicable cure periods, the entire unpaid principal of this Note and accrued interest thereon shall be immediately due and payable.

5. Payment shall be made in lawful money of the United States to Holder c/o The City of Woodland, 300 First Street, Woodland, California 95695. The place of payment may be changed from time to time as the Holder may from time to time designate in writing.

6. Maker hereby covenants and agrees that it shall maintain, or cause to be maintained, the Site in a manner consistent with the provisions set forth therefor in the Woodland Municipal Code, and shall keep the entire Site reasonably free from any accumulation of debris or waste materials prior to and after construction.

If, at any time, Maker fails to maintain the Site, and has either failed to cure such condition within thirty (30) days from the date of written notice from Holder to Maker, or has failed to commence to cure such condition (and thereafter diligently work to complete such cure) if such condition cannot be reasonably cured within said thirty-day period, Holder may perform the necessary corrective maintenance, and Maker shall pay such costs as are reasonably incurred for such maintenance. The Holder shall have the right to place a lien on the property should Maker not reimburse Holder for such costs within sixty (60) days following Holder's written demand to Maker for reimbursement of such costs. Maker, on behalf of itself its heirs, successors and assigns, hereby grants to Holder and its officers, employees and agents, an irrevocable license to enter upon the Site to perform such maintenance during normal business hours after receipt of written notice from Holder as hereinabove described and Maker's failure to cure or remedy such failure within thirty (30) days of such notice. Any such entry shall be made only after reasonable notice to Maker, and Holder shall indemnify and hold Maker harmless from any claims or liabilities pertaining to any such entry by Holder.

Failure by Maker to maintain the Site in the condition provided in this Section 6 after the expiration of the applicable cure period may, in Holder's reasonable discretion, constitute a default under this Note and the related Deed of Trust.

The foregoing covenants shall remain in effect for the Site for a period of fifty-five (55) years from the date of this Note, or until all amounts due Holder hereunder are paid in full.

7. The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a

Multifamily Note of even date herewith in the original principal amount of $7,000,000 issued by Heritage Oaks, L.P. and payable to California Statewide Communities Development Authority as assigned to U.S. Bank National Association, as Trustee and Fannie Mae, as their interest may appear ("Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of February 1, 2005, between the Holder of this Note, and the Senior Lender and the Maker of this Note (the "Subordination Agreement"). The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the Holder and each subsequent holder of this Note under the Deed of Trust securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

8. The occurrence of any of the following shall constitute an event of default under this Note: (i) Maker fails to pay any amount due hereunder within fifteen (15) days of its due date; or (ii) Any default by Maker under this Note, the Deed of Trust or the Agreement after the expiration of applicable notice and cure periods.

Upon the occurrence of any event of default, or at any time thereafter, at the option of the Holder hereof and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of Holder's option. Holder's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. Holder's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness or is related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.

9. At all times when Maker is in default hereunder by reason of Maker's failure to pay principal due under this Note or any amounts due under any loan documents securing this Note, the interest rate on the sums as to which Maker is in default (including principal, if Holder has elected to declare it immediately due and payable), shall be the lower of the highest rate then allowed by law or two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A., as of the date of the default.

10. Maker and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

11. Maker agrees to pay immediately upon demand all costs and expenses of Holder including reasonable attorneys' fees, (i) if after an event of default this Note be placed in the hands of an attorney or attorneys for collection, (ii) if after an event of default hereunder or under the Deed of Trust, the Agreement or under any loan document referred to herein Holder finds it necessary or desirable to secure the services or advice of one or more attorneys with regard to collection of this Note against Maker, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the Agreement or other loan document, or (iii) if Holder seeks to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

12. If Holder shall be made a party to or shall reasonably intervene in any action or proceeding, whether in court or before any governmental agency, affecting the property or the title thereto or the interest of the Holder under the Deed of Trust, including, without limitation, any form of condemnation or eminent domain proceeding, Holder shall be reimbursed by maker immediately upon demand for all costs, charges and attorneys' fees incurred by Holder in any such case, and the same shall be secured by the Deed of Trust as a further charge and lien upon the Site.

13. Notwithstanding any provision of the Agreement, this Note or the Deed of Trust securing this Note, Maker and Maker's partners and their respective principals, agents, officers and successors in interest shall not be personally liable for the repayment of the HELP Loan or any other obligation under the Loan Agreement, this Note or the Deed of Trust, and the sole recourse of Holder shall be to the Property securing the Deed of Trust.

14. Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested at the address stated in this Note or at such address as either party may designate by written notice.

15. This Note shall be binding upon Maker, its successors and assigns.

16. This Note shall be construed in accordance with and be governed by the laws of the State of California.

17. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

HERITAGE OAKS, L.P.,
a California limited partnership

By: JHC-Heritage Oaks LLC,
a California limited liability company,
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public
benefit corporation,
Member

By:______________________________
Laura Archuleta, President

By: Heritage Woodland 120, LLC,
a Delaware limited liability company,
Co-General Partner

By: FLEA California Ventures, LLC,
a Delaware limited liability company,
Its: Manager

By:______________________________
Gary E. Freedman,
Executive Vice President

EXHIBIT B

FORM OF DEED OF TRUST
(Agency Loan)

[_________________ TITLE COMPANY (OR OTHER TITLE COMPANY APPROVED BY AGENCY) STANDARD FORM OF DEED OF TRUST TO BE USED WITH THE ATTACHED "ADDENDUM TO DEED OF TRUST" ATTACHED THERETO.]

ADDENDUM TO DEED OF TRUST
(Agency HELP Loan)

This Addendum to Deed of Trust is part of the Deed of Trust dated February 1, 2005 to which it is attached between HERITAGE OAKS, L.P., a California limited partnership, as Trustor, and the REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND, as Beneficiary. The Deed of Trust, including this Addendum to Deed of Trust, is executed and delivered and recorded to secure the obligations of Trustor set forth in the Deed of Trust, including without the obligations set forth in that certain Promissory Note in the initial principal amount of $1,550,000, dated February 1, 2005, executed by Trustor (as Maker) in favor of Beneficiary (as Holder) (the "Note"), which Note was made and delivered pursuant to that certain Loan Agreement between Trustor (as Borrower) and Beneficiary (as Agency) dated January 11, 2005 (the "Agreement"). The following provisions are made a part of the Deed of Trust:

1. No Discrimination. The Trustor covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, marital status, physical handicap, medical condition, sexual orientation, source of income, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

2. Nondiscrimination Clauses. All deeds, leases or contracts made relative to the Property, the improvements thereon or any part thereof, shall contain or be subject to the nondiscrimination clauses set forth in California Health and Safety Code Section 33436.

3. Subordination. The indebtedness evidenced by the Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note of even date herewith in the original principal amount of $7,000,000 issued by Heritage Oaks, L.P. and payable to California Statewide Communities Development Authority as assigned to U.S. Bank National Association, as Trustee and Fannie Mae, as their interest may appear ("Senior Lender"), or order, to the extent and in the manner provided in that certain Subordination Agreement, dated as of February 1, 2005, between Beneficiary, and the Senior Lender and Trustor (the "Subordination Agreement"). The Deed of Trust, including this Addendum to Deed of Trust, securing the Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Deed of Trust, Assignment of

Rents, Security Agreement and Fixture Filing securing the Multifamily Note as more fully set forth in the Subordination Agreement. The rights and remedies of the Holder and each subsequent holder of the Note and the Deed of Trust, including this Addendum to Deed of Trust, are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of the Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

In addition to the foregoing, Beneficiary further agrees that the terms and conditions of the Note and this Deed of Trust, including this Addendum to Deed of Trust, shall be subject to and subordinate to the terms and conditions of financing obtained by Trustor through a lender acceptable to Beneficiary for the acquisition and rehabilitation of the Units (as defined in the Agreement; provided the total aggregate amount of all such financing secured by the Trustor, together with the Multi-Family Note referenced above and the HELP Loan (as defined in the Agreement), shall not exceed the appraised value of the completed Project; and provided, further that if such alternative construction financing is not provided pursuant to an adopted federal or state program, such lender shall agree to include in its deed of trust the following conditions: (i) Beneficiary shall receive any notices of default issued by such lender to Trustor; (ii) Beneficiary shall have the right to cure any default by Trustor within forty-five (45) days after a notice of default; (iii) Beneficiary shall have the right to foreclose under its Deed of Trust without the lender accelerating its debt, provided Beneficiary has cured or is attempting to cure any defaults under such lender's deed of trust; and (iv) Beneficiary shall have the right to transfer the Project to a nonprofit corporation who shall own and operate the Project as an affordable rental housing project with the consent of such lender, which consent shall not be unreasonably withheld.

4. Default. Notwithstanding any other provisions in this Deed of Trust, the occurrence of any of the following shall constitute an event of default under the Note and this Deed of Trust, and a default may be declared under this Deed of Trust solely upon the occurrence of any of the following: (i) Any failure by Trustor to pay any amount due under the Note within fifteen (15) days of its due date; or (ii) Any sale or transfer to a non-Eligible Household in violation of the provisions of the Affordability Covenant recorded against the Property; or (iii) Any other default by Trustor under the terms of the Affordability Covenant provisions after expiration of applicable notice and cure periods; or (iv) any failure of Trustor to perform any other covenant or agreement contained in the Agreement, the Note, the Deed of Trust or the Affordability Covenant which is not cured within thirty (30) days after receipt of written notice from the Beneficiary (or such longer period as is reasonably necessary to cure the default).

5. Nonrecourse. Notwithstanding any provision of the Agreement, the Note or the Deed of Trust securing the Note, Trustor and Trustor's partners and their respective principals, agents, officers and successors in interest shall not be personally liable for the repayment of the HELP Loan or any other obligation under the Agreement, the Note or the Deed of Trust, and the sole recourse of Beneficiary shall be to the Property securing the Deed of Trust.

6. Hazardous Substances.

(a) As used in this Section 6, the following terms shall have the following meanings:

(i) "Environmental Laws" means all statutes, ordinances, orders, rules, regulations, plans, policies or decrees and the like now or hereafter in effect relating to (A) Hazardous Substance Activity or Hazardous Substances; (B) the generation, use, storage, transportation or disposal of Hazardous Substances, or solid waste; or (C) occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal health, safety or welfare, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CRELA"); the Hazardous Material Transportation Act (49 U.S.C. Section 180 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); the Clean Air Act (42 U.S.C. Section 740 et seq.); the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.); the Occupational Safety and health Act (29 U.S.C. Section 651 et seq.); the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.); the Porter-Cologne Water Quality Control Act (California Water Code Section 13020 et seq.); the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health & Safety Code Section 25249.5 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.); the Hazardous Waste Control Act (California Health & Safety Code Section 25100 et seq.); The California Environmental Quality Act (California Public Resources Code Section 2100 et seq.); and the rules, regulations and ordinances of the City of Woodland or any applicable federal, state and local agencies or bureaus, as amended from time to time.

(ii) "Foreclosure Transfer" means the transfer of title to all or any part of the Property or the Trust Estate at a foreclosure sale under the Deed of Trust, either pursuant to judicial decree or the power of sale contained in the Deed of Trust, or by deed in lieu of such foreclosure.

(iii) "Hazardous Substances" means (A) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," "contaminant" as well as any other formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity" or "TCLP toxicity"; (B) petroleum, natural gas, natural gas liquids, liquified natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas) and ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; (C) "hazardous substance" as defined in Section 2782.6(d) of the California Civil Code; (D) "waste" as defined in Section 13050(d) of the California Water Code; (E) asbestos in any form; (F) urea formaldehyde foam insulation; (G) polychlorinated biphenyls (PCBs); (H) radon; and (I) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons by any governmental authority, or which poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment; provided, however, Hazardous Substances shall not include those substances regularly used in the development and operations of multi-family housing in accordance with all applicable laws.

(iv) "Hazardous Substance Activity" means any actual, proposed, or threatened use, storage, holding, existence, location, release (including, without limitation, any spilling, leaking, leaching, pumping, pouring, emitting, emptying, dumping, disposing into the environment, and the continuing migration into or through soil, surface water, groundwater or any body of water or the air), discharge, deposit, placement, generation, processing, construction, treatment, abatement, removal, disposal, disposition, handling, or transportation of any Hazardous Substance from, under, in, into, or on the Property, including without limitation, the movement or migration of any Hazardous Substances from surrounding property, surface water, groundwater or any body of water, or the air under, in, into or onto the Property and any residual Hazardous Substances contamination in, on, or under the Property in violation of Environmental Laws.

(v) "Losses" means all charges, losses, liabilities, damages (whether actual, consequential, punitive, or otherwise denominated), costs, fees, demands, claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, causes of action, assessments, fines, penalties, costs, and expenses of any kind or character, foreseeable and unforeseeable, liquidated and contingent, proximate and remote, including, without limitation, the following: (A) the reasonable fees and expenses of outside legal counsel; (B) the reasonable fees and expenses of accountants, third-party consultants, and other independent contractors retained by an Beneficiary; (C) costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions or any clean-up, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any non-governmental entity or person that is required by Environmental Laws or administrative ruling or directive because of the presence, suspected presence, release or suspected release of Hazardous Substances in violation of Environmental Laws in the air, soil, surface water or groundwater at the Property; (D) any and all diminution in value of the Property, loss of use or damage to the Property, or loss of profits or loss of business opportunity as a result of the Property not being in compliance with Environmental Laws; and (E) reasonable costs and expenses of enforcing this Section 6.

(vi) "Environmental Losses" means Losses rising out of or as a result of: (A) the occurrence of any Hazardous Substance Activity; (B) any violation of any applicable Environmental laws relating to the Property or to the ownership, use, occupancy or operation thereof; (C) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with any Hazardous Substance Activity; or (D) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (A), (B), or (C), or any allegation of any such matters.

(b) Trustor represents and warrants to Beneficiary that Trustor has conducted as appropriate inquiry and investigation, and, except as disclosed to Beneficiary in writing, to the best of Trustor's knowledge, based on such inquiry and investigation, no portion of the Property is being used or has ever been used at any previous time, for the disposal, storage, treatment, processing or other handling of Hazardous Substances, nor have any Hazardous Substances migrated onto or from the Property. To the best of Trustor's knowledge, neither the Property nor Trustor is in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law. Trustor's prior and intended use of the Property will not result in the disposal or release of any Hazardous Substances on, under, about or to the Property or the migration of any Hazardous Substances from the Property. The foregoing representations and warranties shall be continuing and shall be true and correct for the period from the date hereof to the release of this Deed of Trust (whether by payment of the indebtedness secured hereby or foreclosure or action in lieu thereof), and these representations and warranties shall survive such release.

(c) Trustor represents and warrants to Beneficiary that Trustor has complied with all recommendations by any engineers retained by Trustor and all requirements of any applicable department of environmental resources, environmental protection agency or similar governmental agency, and there are no recommendations by said engineers or requirements ordered by said agency or any other governmental body for environmental investigation or cleanup with respect to the Property.

(d) On and after the date hereof, Trustor shall not (a) allow any Hazardous Substances to be installed, used, introduced, stored, treated, disposed of, generated, manufactured, discharged, dumped, transported or brought in, upon or over the Property in violation of applicable law; (b) allow any soil or ground water contamination or pollution with any Hazardous Substances on the Property in violation of applicable law; (c) allow any Hazardous Substances to migrate from the Property in violation of applicable law; (d) allow any Hazardous Substances to migrate onto the Property from any adjacent properties in violation of applicable law; or (e) allow or cause the Property to be in violation of, or to trigger a duly initiated and prosecuted investigation of the Property by any governmental authority under applicable limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules or timetables contained in any local, state and/or federal laws, regulations, codes, ordinances, plans, administrative or judicial orders, decrees, judgments, notices or demand letters issued, entered, promulgated or approved thereunder relating to the environment, land use, water and air quality and Hazardous Substances ("Environmental Requirements").

(e) If the presence of any Hazardous Substances on the Property caused or permitted by Trustor results in any contamination of the Property, Trustor shall promptly take all actions, at its sole expense, as are necessary to return the Property to a condition which is in compliance with all applicable Environmental Laws and suitable for residential property; provided that Beneficiary's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property. Beneficiary's approval shall not be required in the event such Hazardous Substances present an immediate danger to health or property; provided, however, that Trustor shall promptly notify Beneficiary in writing of any such actions taken.

(f) At any time after the occurrence and during the continuance of any default under this Section 6, Beneficiary shall have the following rights and remedies, in addition to any other rights and remedies Beneficiary has under this Deed of Trust:

(i) As provided in California Code of Civil Procedure Section 564, Beneficiary or its employees, acting by themselves or through a court appointed receiver may do any of the following: (i) enter upon, possess, manage, operate, dispose of, and contract to dispose of the Property or any part thereof; (ii) take custody of all accounts; (iii) negotiate with governmental authorities with respect to the Property's environmental compliance and remedial measures; (iv) take any action necessary to enforce compliance with environmental provisions, including spending Rent Payments to abate any environmental problem; (v) make, terminate, enforce or modify leases of part or all of the Property; (vi) contract for goods and services, hire agents, employees, and counsel, make repairs, alterations, and improvements to the Property necessary in Beneficiary's judgment to protect or enhance the security hereof; and/or (vii) take any and all other actions which may be necessary or desirable to comply with Trustor's obligations hereunder and under the Loan Documents. All sums realized by the receiver or Beneficiary under this subparagraph, less all costs and expenses incurred by either of them under this subparagraph, including attorneys' fees, and less such sums as Beneficiary or the receiver deems appropriate as a reserve to meet future expenses under this subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness, nor any other action taken by Beneficiary or the receiver under this subparagraph shall cure or waive any default or notice of default hereunder, or nullify the effect of any such notice of default. Beneficiary, or any employee or agent of Beneficiary, or a receiver appointed by a court, may take any action or proceeding hereunder without regard to the adequacy of the security for the indebtedness secured hereunder, the existence of a declaration that the indebtedness secured hereby has been declared immediately due and payable, or the filing of a notice of default.

(ii) With or without notice, and without releasing Trustor from any obligation hereunder, to cure any default of Trustor or in connection with any such default, Beneficiary or its agents, acting by themselves or through a court-appointed receiver, may enter upon the Property or any part thereof and perform such acts and things as Beneficiary deems necessary or desirable to inspect, investigate, assess, and protect the security hereof, including of any of Beneficiary's other rights: (i) to obtain a court order to enforce Beneficiary's right to enter and inspect the Property under California Civil Code Section 2929.5 (in respect of which the decision of Beneficiary as to whether there exists a release or threatened release of hazardous substance, as defined therein, onto the Property shall be deemed reasonable and conclusive as between the parties hereto); and (ii) to have a receiver appointed under California Code of Civil Procedure Section 564 to enforce Beneficiary's right to enter and inspect the Property for hazardous substances as defined therein. All costs and expenses incurred by Beneficiary with respect to the audits, tests, inspections, and examinations which Beneficiary or its agents or employees may conduct, including the fees of engineers, laboratories, contractors, consultants, and attorneys, shall be paid by Trustor. All costs and expenses incurred by Trustee and Beneficiary pursuant to this subparagraph (including court costs, consultant fees and attorney fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the three percent (3%) per annum, from the date they are incurred until said sums have been paid.

(iii) Beneficiary may seek a judgment that Trustor has breached its covenants, representations and/or warranties with respect to the environmental matters set forth above in this Section 6, by commencing and maintaining an action or actions in any court of competent jurisdiction for breach of contract pursuant to California Code of Civil Procedure Section 736, whether commenced prior to foreclosure of the Property or after foreclosure of the Property, and to seek the recovery of any and all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses actually incurred by Beneficiary or advanced by Beneficiary (collectively, the "Environmental Costs") relating to the cleanup, remediation or other response action required by applicable law or which Beneficiary believes necessary to protect the Property, it being conclusively presumed between Beneficiary and Trustor that all such Environmental Costs incurred or advanced by Beneficiary relating to the cleanup, remediation, or other response action respecting the Property were made by Beneficiary in good faith. All Environmental Costs incurred by Beneficiary under this subparagraph (including court costs, consultant fees and attorney fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the Note Rate, from the date of expenditure until said sums have been paid. Beneficiary shall be entitled to bid, at any sale of the Property held hereunder, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash.

(iv) As provided in California Code of Civil Procedure Section 726.5, Beneficiary may waive its lien against the Property or any portion thereof, to the extent such property is found to be environmentally impaired as defined therein, and to exercise any and all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency and Environmental Costs, including seeking an attachment order under California Code of Civil Procedure Section 483.010. Beneficiary and Trustor each represents and warrants for itself that it has no actual knowledge of any release of any Hazardous Substance (as defined in Section 726.5) on, to or under the Property. As between Beneficiary and Trustor, for purposes of California Code of Civil Procedure Section 726.5, Trustor shall have the burden of proving that Trustor or any related party (or any affiliate or agent of Trustor or any related party) did not cause or contribute to, and was not in any way negligent in permitting, any release or threatened release of the Hazardous Substance.

(v) Trustor acknowledges and agrees that notwithstanding any term or provision contained herein or in the Loan Documents, the Environmental Costs and all judgments and awards entered against Trustor pursuant to Section 6(f)(iii) above shall be exceptions to any nonrecourse or exculpatory provision of the Loan Documents, and Trustor shall be fully and personally liable for the Environmental Costs and such judgments and awards and such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust, and Trustor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance, or any other transfer of the Property or this Deed of Trust.

(g) Trustor hereby agrees to indemnify, defend and hold harmless Beneficiary from and against any and all Environmental Losses.

HERITAGE OAKS, L.P.,
a California limited partnership

By: JHC-Heritage Oaks LLC,
a California limited liability company,
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public
benefit corporation,
Member

By:______________________________
Laura Archuleta, President

By: Heritage Woodland 120, LLC,
a Delaware limited liability company,
Co-General Partner

By: FLEA California Ventures, LLC,
a Delaware limited liability company,
Its: Manager

By:______________________________
Gary E. Freedman,
Executive Vice President

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Redevelopment Agency
of the City of Woodland
300 First Street
Woodland, CA 95695
Attn: Executive Director

AFFORDABILITY COVENANT

For valuable consideration, the receipt of which is hereby acknowledged, the REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND ("Agency"), acting to carry out the obligations under Section 33334.2 of the California Health and Safety Code establishing an affordable housing program for the City of Woodland, and HERITAGE OAKS, L.P., a California limited partnership ("Owner"), hereby agree with respect to that certain parcel of real property (the "Site") legally described on **Exhibit A**, that the Site and the multi-family residential units located and to be rehabilitated thereon (the "Project") will be subject to the conditions, restrictions, reservations and rights of Agency specified below:

1. USE OF THE SITE. The Owner hereby covenants and agrees, for itself, its lessees, successors and assigns, as follows:

A. In consideration for the Agency's contribution to the acquisition and rehabilitation of the Project, the Agency and Owner have executed this Agreement to assure the Property meets the requirements of California Health and Safety Code Sections 33334.2 and 33413, and remains affordable for the longest feasible period, but for not for fewer than fifty-five (55) years.

B. Rent and Income Restrictions. The residential units located on and to be rehabilitated on the Site (the "Affordable Units") shall be rented to very-low and low income households, as follows:

(1) Not less than 12 (or ten percent (10%)) of the Affordable Units shall be rented to qualified very-low income households, whose income

does not exceed fifty percent (50%) of the Median Income ("Eligible Households"). These very-low income Affordable Units shall be available at rents that do not exceed 30% of 50% of the Median Income, adjusted by household size, less a utility allowance.

(2) The remaining not more than 108 (or ninety percent (90%)) of the Affordable Units shall be rented to qualified low income households, whose income does not exceed sixty percent (60%) of the Median Income (also referred to as "Eligible Households"). These low-income Affordable Units shall be available at rents that do not exceed 30% of 60% of the Median Income, adjusted by household size, less a utility allowance.

The maximum housing cost of the Eligible Households for each of the income levels set forth above must comply with the regulations promulgated by the California Department of Housing and Community Development Sections 6910-6932 in Title 25 of the California Code of Regulations, governing the Agency's set aside housing fund, or with the eligibility requirements established by the Tax Credit Financing or the regulatory agreement relating to any other federally administered program providing financing for the Project.

For purposes of this Covenant:

"Median Income" shall mean the median income for households in Yolo County, California, as published from time to time by the United States Department of Housing and Urban Development ("HUD") in a manner consistent with the determination of median gross income under Section 8 of the United States Housing Act of 1937, as amended, and as defined in Title 25, California Code of Regulations, Section 6932. In the event that such income determinations are no longer published by HUD, or are not updated for a period of at least 18 months, the Agency shall provide the Owner with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

Notwithstanding anything herein to the contrary, so long as the Project is in compliance with the requirements established by the Tax Credit Financing or the regulatory agreement relating to any other federal or state administered program providing financing for the Project, the Project shall be deemed to be in compliance with this Covenant.

C. Reporting Requirements. Annual reports and annual income recertifications must be submitted to the Agency. The reports, at a minimum, shall include:

(1) The number of persons per unit

(2) Tenant name
(3) Initial occupancy date
(4) Rent paid per month
(5) Gross income per year
(6) Percent of rent paid in relation to income.

Such information shall be reported to the Agency pursuant to Health and Safety Code Section 33418, in substantially the form attached hereto as Exhibit B, or in a substantially equivalent format acceptable to the Agency.

Annual income recertifications shall also contain those documents used to certify eligibility. Agency may, from time to time during the term of this Covenant, request additional or different information and Owner shall promptly supply such information in the reports required hereunder. Owner shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by Agency with respect to all matters covered by this Covenant. Owner, at such time and in such forms as Agency may require, shall furnish to Agency statements, records, reports, data and information pertaining to matters covered by this Covenant. Upon request for examination by Agency, Owner, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Covenant. Owner shall permit Agency to audit, examine and make excerpts or transcripts from these records.

2. MAINTENANCE. The Owner and all successors in interest, agree that they shall maintain, or cause to be maintained, the Site in a manner consistent with the provisions set forth therefor in the Woodland Municipal Code, and shall keep the entire Site reasonably free from any accumulation of debris or waste materials prior to and after construction.

If, at any time, Owner fails to maintain the Site, and has either failed to cure such condition within thirty (30) days from the date of written notice from Agency to Owner, or has failed to commence to cure such condition (and thereafter diligently work to complete such cure) if such condition cannot be reasonably cured within said thirty-day period, Agency may perform the necessary corrective maintenance, and Owner shall pay such costs as are reasonably incurred for such maintenance. The Agency shall have the right to place a lien on the Site should Owner not reimburse Agency for such costs within sixty (60) days following Agency's written demand to Owner for reimbursement of such costs. Owner, on behalf of itself, its heirs, successors and assigns, hereby grants to Agency and its officers, employees and agents, an irrevocable license to enter upon the Site to perform such maintenance during normal business hours after receipt of written notice from Agency as hereinabove described and Owner's failure to cure or remedy such failure within thirty (30) days of such notice. Any such entry shall be made only after reasonable notice to Owner, and

Agency shall indemnify and hold Owner harmless from any claims or liabilities pertaining to any such entry by Agency.

Failure by Owner to maintain the Site in the condition provided in this Section 2 after the expiration of applicable cure periods may, in Agency's reasonable discretion, constitute a default under this Covenant.

3. NO TRANSFER. The Owner shall not sell, transfer, convey, encumber, assign or lease the whole or any part of the Site without the prior approval of the Agency, which shall not be unreasonably withheld. Owner shall request approval by written notice at least forty-five (45) days prior to any proposed transfer. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the rehabilitation or development of the Site or to prohibit or restrict the rental or leasing of units when the rehabilitation of the Project is completed.

4. MANAGEMENT. During the term of this Covenant, Owner shall promptly notify the Agency in the event there is any change in the property management company managing the Project. The property management and maintenance agreement shall name the Agency as a third-party beneficiary permitting the Agency the right to enforce the Agreement if Owner fails to do so within thirty (30) days after receipt of written notice from Agency. Owner shall submit a copy of such agreement to the Agency, provided the Agency shall not have the right to approve or disapprove such agreement except to ensure compliance of such agreement with the provisions of this paragraph 4.

5. NO DISCRIMINATION. The Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical handicap, medical condition, sexual orientation, source of income, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Owner itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site.

6. NONDISCRIMINATION AND NONSEGREGATION CLAUSES. All deeds, leases or contracts made relative to the Site, the improvements thereon or any part thereof, shall contain or be subject to substantially the following nondiscrimination and nonsegregation clauses:

A. **In deeds**: The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical handicap, medical condition, sexual orientation, source of income, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

B. **In leases**: The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical handicap, medical condition, sexual orientation, source of income, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.

C. **In contracts:** There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, physical handicap, medical condition, sexual orientation, source of income, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land.

7. NO IMPAIRMENT OF LIEN. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Owner to the Site shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. DURATION. The covenants contained in paragraph 1 of this Covenant shall be deemed to run with the land in accordance with Section 33334.3(f) of the Health

and Safety Code or any successor statute and shall remain in effect for not less than fifty-five (55) years following recordation of this Covenant. The covenants against discrimination contained in paragraphs 5 and 6 of this Covenant shall be deemed to run with the land in accordance with Section 33438 of the Health and Safety Code or any successor statute and shall remain in effect in perpetuity.

9. SUCCESSORS AND ASSIGNS. The covenants contained in this Covenant shall be binding for the benefit of the Agency and its respective successors and assigns, third party beneficiaries, and any successor in interest to the Site or any part thereof, and such covenants shall run in favor of the Agency and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. The Agency, and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Covenant shall be for the benefit of and shall be enforceable only by the Agency, and its respective successors and assigns, third party beneficiaries, and such aforementioned parties.

10. SUBORDINATION. Upon written request by Owner, Agency shall agree that the terms and conditions of this Covenant shall be subject to and subordinate to (a) the terms and conditions of the Bond Financing (as defined in that certain Loan Agreement between Owner and Agency, dated January 11, 2005 (the "Loan Agreement"), including without limitation that certain Regulatory Agreement and Declaration of Restrictions Covenants by and among Statewide Communities Development Authority (as Issuer), U.S. Bank National Association (as Trustee) and Owner (as Borrower), dated as of December 1, 2004, relating to the Bond Financing; and (b) the terms and conditions of other financing obtained by Owner, through a lender(s) acceptable to the Agency (the "Lender") and upon terms and conditions reasonably approved by the Agency, for construction or permanent financing, to be secured by a mortgage against the Site; provided the total aggregate amount of all such financing secured by Owner, including the Bond Financing and all other financing approved by Owner, together with the HELP Loan provided for under the Loan Agreement, shall not exceed the appraised value of the completed Project; and provided, further, any Lender for construction or permanent financing that is not obtained through an approved federal or state program shall agree to include in its subordination agreement and deed of trust the following conditions: (i) Agency shall receive any notices of default issued by Lender to Owner; (ii) Agency shall have the right to cure any default by Owner within forty-five (45) days after a notice of default; (iii) Agency shall have the right to foreclose its Deed of Trust without Lender accelerating its debt, provided Agency has cured or is attempting to cure any defaults under the deed of trust; and (iv)

Agency shall have the right to transfer the Project to another nonprofit corporation, or to a limited partnership whose general partner is a nonprofit corporation, who shall own and operate the Project as an affordable rental housing project with the consent of Lender, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Agency and Owner have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this _____ day of _________________, 200__.

AGENCY:

REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND

By: ______________________________________
Executive Director

OWNER:

HERITAGE OAKS, L.P.,
a California limited partnership

By: JHC-Heritage Oaks LLC,
a California limited liability company,
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public
benefit corporation,
Member

By:______________________________
Laura Archuleta, President

By: Heritage Woodland 120, LLC,
a Delaware limited liability company,
Co-General Partner

By: FLEA California Ventures, LLC,
a Delaware limited liability company,
Its: Manager

By:______________________________
Gary E. Freedman,
Executive Vice President

STATE OF CALIFORNIA)
COUNTY OF ____________________)

On ____________________________, before me, the undersigned notary public, personally appeared ____,

[ ] personally known to me; or
[ ] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature ____________________________________

Type of Document: ____________________________

* * * * *

STATE OF CALIFORNIA)
COUNTY OF ____________________)

On ____________________________, before me, the undersigned notary public, personally appeared ____,

[ ] personally known to me; or
[ ] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature ____________________________________

Type of Document: ____________________________

STATE OF CALIFORNIA)
COUNTY OF ____________________)

On ____________________________, before me, the undersigned notary public, personally appeared ____,

[ ] personally known to me; or
[ ] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature ______________________________________

Type of Document: _____________________________

* * * * *

STATE OF CALIFORNIA)
COUNTY OF ____________________)

On ____________________________, before me, the undersigned notary public, personally appeared ____,

[ ] personally known to me; or
[ ] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature ______________________________________

Type of Document: _____________________________

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

[To Be Inserted.]

EXHIBIT B

Tenant Income Certification

Project: ______________________________ Date: ____________

Affordable Unit π 50% of Median Income π 1BR

π 60% of Median Income π 2BR

Address/Unit Number: ________________________ Rent: __________________

Tenant/Household Name: __________________ Date of Lease: ____________

Size of Household: ____________ Expiration: ______________

Total Household Income: _____________ per year

The following list includes each member of the household and their income. Attached are federal or state income tax returns for the most recent tax year, current stubs from paychecks or other evidence of the income of each income producing member of the household.

Name of Household Member	Relationship	Age	Social Security Number	Annual Income	Source of Income/ Name of Employer

I/We the undersigned have read and answered fully, frankly and personally each of the above questions under penalty of perjury and do hereby swear they are true.

____________________________________ ____________________________________

Head of Household Date Owner/Owner's Agent Date

Exhibit B to
Exhibit C

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CERTIFICATION OF CONTINUING COMPLIANCE

Project: ____________________________________ Date: _____________

Total Affordable Housing Units in Project:

Very-Low Income Units (not to exceed 50% of Median Income): ______

Low-Income Units (not to exceed 60% of Median Income): ______

The Owner, in accordance with the Affordability Covenant with the Redevelopment Agency of the City of Woodland, dated ____________________ does hereby certify that during the preceding year, the units identified on the following pages were occupied in accordance with the Affordability Covenant and does hereby further certify that the representations set forth herein are true and correct to the best of the undersigned's knowledge.

Signed:____ Date:______________

Owner/Owner's Agent

[See Attached.]

ANNUAL COMPLIANCE REPORT

Project: ______________________________ Date: ____________

Very-Low-Income Units (Not to Exceed 50% of Median Income)

Unit No./Address	Type	Tenant Name	Annual Household Income	Number in Household	Monthly Rent

(Attach additional sheets as required.)

Signed:____ Date:____________
Owner/Owner's Agent

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(c) Any balance owed pursuant to this Agreement, whether principal, interest or otherwise, if not sooner due and payable as provided herein, shall be due and payable at the end of the HELP Loan term as specified in **Exhibit A.**

4. Interest Rate Adjustment. In addition to any other default remedies that the Agency may have as provided herein, the Agency may, upon thirty (30) days written notice to the Borrower, increase the rate of interest charged on any outstanding principal amount disbursed to the Borrower and not used in accordance with the terms of this Agreement, or not paid back when due, to a rate not to exceed ten percent (10%) per annum. Such rate adjustment shall occur commencing on the first (1st) day of the first (1st) month following expiration of such thirty (30) day notice. Such increased interest rate shall only be charged so long as the Borrower remains in default.

5. Place and Manner of Payment. All amounts due and payable under this Agreement are payable at the principal office of the Agency as set forth herein, or at such other place or places as the Agency may designate to the Borrower in writing from time to time, in any coin or currency of the United States of America which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts and which on the respective dates on which such payments are due shall be immediately available funds.

6. Application of Payments. All payments received by the Agency from the Borrower on account of this Agreement shall be applied first to charges due under this Agreement other than interest and principal (i.e., attorneys fees and enforcement costs, if applicable), then to accrued interest and then to a reduction of the outstanding principal amount.

7. Timely Progress.

(a) The Borrower shall diligently commence and proceed with the implementation of the Project in a timely manner, and shall report such progress to the Agency, as specified in **Exhibit A.**

(b) In the event that the Borrower experiences any delay in the timely commencement of or progress in the implementation of the Project, the Borrower shall immediately notify the Agency of same. Failure of the Borrower to timely commence or proceed with the implementation of the Project shall (i) release the Agency from the obligation to make any further disbursements under this Agreement, and (ii) entitle the Agency to recapture from the Borrower all disbursed funds which have not been timely used, provided that the Agency shall have given the Borrower at least fifteen (15) days written notice of its intent to take such actions(s) and shall have given the Borrower a reasonable opportunity to correct such failure.

8. Default. The Borrower agrees that the unpaid balance of the then principal amount of this Agreement, together with all accrued interest thereon and charges owing, shall, at the option of the Agency, become immediately due and payable, upon:

a) the failure of the Borrower to make any payment hereunder as and when due,
b) the Agency's discovery of any misrepresentation of material facts as stated in the Borrower's application or other Project information submittals,
c) the use of HELP Loan funds for purposes not approved by the Agency,
d) the Project's lack of compliance with the occupancy and rent requirements as stated in **Exhibit A,**

e) the failure of the Borrower to perform or observe any other term or provision of this Agreement or

f) the occurrence of any other event (whether termed default, event of default or otherwise) which under the terms of this Agreement shall entitle the Agency to exercise rights or remedies hereunder, provided that the Agency shall give written notice to the Borrower of any of the foregoing events and the Borrowers shall have thirty (30) days to cure before any acceleration of the unpaid balance. In the event that the Borrower uses disbursed HELP Loan funds for a purpose which is not authorized or approved under this Agreement, or otherwise by the Agency in writing, the Agency may demand and the Borrower shall immediately repay such funds to the Agency.

9. Right to Inspect. The Borrower shall allow the Agency, on written request, to have reasonable access to and the right to inspect all records that pertain to the Project and this HELP Loan. The Borrower shall also permit the Agency to enter, at reasonable times, upon the Project to inspect the work progress. All records, accounts, documentation and other material relevant to a fiscal audit or examination, as specified by the Agency, shall be retained and made available to the Agency for a period of not less than three (3) years from the date of the termination of this Agreement.

10. Periodic Reports.

(a) Within fifteen (15) business days after the end of each reporting period as described in **Exhibit A**, the Borrower shall submit to the Agency a status report describing the Project's progress and detailing compliance with the requirements of the Agency. The format of the report shall be as provided or approved by the Agency.

(b) The Borrower agrees to establish and maintain fiscal control and accounting procedures which assure that funds loaned to it pursuant to this Agreement are properly disbursed, adequately controlled and reasonably accounted for. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the Agency, of the accuracy of the records and the allowability of expenditures payable with HELP Loan funds. If the allowability of any expenditure cannot be determined, the questionable expenditure may be disallowed by the Agency in its sole discretion. Upon demand by the Agency, the Borrower shall immediately repay the Agency for any disallowed expenditures.

11. Fair Employment Practices. The Borrower shall provide, and require that any contractor or subcontractor engaged in work on the Project shall provide, equal opportunity for employment without discrimination as to race, sex, marital status, color, religion, sexual orientation, source of income, national origin or ancestry.

12. Use of Funds. The Borrower agrees that it shall hold, in trust, any funds received by it pursuant to this Agreement and apply them only for the purpose for which such funds were approved by the Agency. Approved use of funds may include the Borrower's reasonable administrative costs in administering the Project and HELP Loan to the extent, but only to the extent, provided for in **Exhibit A**.

13. Time. Time shall be of the essence in this Agreement.

14. Term of Agreement. The term for this Agreement shall commence upon execution and shall continue until all terms hereof, including but not limited to affordability covenants and requirements, shall have been completed.

ANNUAL COMPLIANCE REPORT

Project: ______________________________ Date: ____________

Low-Income Units (Not to Exceed 60% of Median Income)

Unit No./Address	Type	Tenant Name	Annual Household Income	Number in Household	Monthly Rent

(Attach additional sheets as required.)

Signed:____ Date:____________

Owner/Owner's Agent

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EXHIBIT D

CALIFORNIA HOUSING FINANCE AGENCY

LOAN AGREEMENT

Housing Enabled by Local Partnerships

CalHFA Loan No. HELP– 020604-11

This Loan Agreement (the "Agreement") is made and entered into on August 23, 2004, by and between the Redevelopment Agency of the City of Woodland, a public body, corporate and politic (the "Borrower"), and the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California (the "Agency").

R E C I T A L S

A. The Agency has authorized the making of a loan (the "HELP Loan") to the Borrower for the purpose of assisting the Borrower in operating a local housing program (the "Project") as more particularly described in the Borrower's loan application to the Agency and as further described in **Exhibit A** attached hereto and incorporated herein by this reference; and

B. The Agency and the Borrower intend, by this Agreement, to provide for the funding and repayment of the HELP Loan.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, the parties hereto agree as follows:

1. HELP Loan. The Agency shall lend and the Borrower shall borrow and repay the HELP Loan in accordance with the provisions of this Agreement.

2. Disbursement of Loan. The Agency shall disburse the HELP Loan to the Borrower in accordance with the purposes and provisions described in **Exhibit A** which Exhibit is incorporated herein in its entirety.

3. Repayment of Loan.

(a) For value received, the Borrower agrees to pay to the order of the Agency the principal amount of the HELP Loan, as described in **Exhibit A**, or so much thereof as may be disbursed by the Agency to the Borrower, or for its account, as provided herein. The Borrower also promises to pay to the order of the Agency interest and other charges in the amounts and at or before the times herein provided. Notwithstanding any provision to the contrary in the Borrower's application or other Project information submittals, this Agreement shall be a general obligation of the Borrower and the source of funds utilized for repayment shall not be limited to any particular asset(s) of the Borrower.

(b) The disbursements made pursuant to this Agreement shall accrue simple interest at the percentage rate per annum as specified in **Exhibit A** from the date that they are disbursed to the Borrower or for its account, until repaid.

15. Communications. All notices, and other communications made pursuant to this Agreement shall be effective upon personal delivery or, if mailed, on the date which is three (3) business days after deposit with the United States Postal Service, postage prepaid, and addressed to the applicable party as follows:

To the Borrower:	At the Borrower's address as described on **Exhibit A**.
To the Agency:	California Housing Finance Agency
	Attn: HELP Program
Mail-	PO Box 4034
	Sacramento, CA 95812-4034
Delivery-	1415 L Street, Suite 650
	Sacramento, CA 95814

16. Successors and Assigns. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no assignment of the Borrower's rights hereunder shall be made, voluntarily or by operation of law, without the prior written consent of the Agency. The Borrower is the only entity which the Agency intends to benefit by this Agreement.

17. Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

18. Integration. This Agreement, together with the exhibits hereto, incorporating references herein, and enclosures herewith, sets forth all of the promises, agreements and understandings to date among the parties hereto with respect to the Project and HELP Loan, and there are no other promises, agreements or understandings, oral or written, express or implied.

19. Compliance with Laws. The Borrower shall comply with all applicable federal, state and local laws. Borrower hereby warrants such legal compliance and agrees to indemnify the Agency against any damages, costs or attorneys fees incurred by the Agency as a result of any such noncompliance.

20. Amendment. This Agreement shall not be amended except by a written agreement signed by the parties hereto.

21. Remedies, Waiver.

(a) If the Borrower fails to comply with the terms of this Agreement, the Agency may, at its election, terminate its obligation to make any further loan disbursements hereunder. No remedy herein contained or conferred upon the Agency is intended to be exclusive of any other remedy or remedies afforded by law, by equity or by the terms hereof to the Agency but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No exercise of any right or remedy by the Agency hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the Agency in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any breach hereunder.

No waiver by the Agency of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach thereof or default hereunder.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

23. Attorneys Fees, Costs. In any action to enforce or relating to this Agreement, the prevailing party shall be entitled to recover from the other party, its costs and expenses including attorney fees. The term "costs and expenses" as used herein shall include all costs and expenses actually and reasonably incurred. Such costs and expenses shall be recoverable whether the services were rendered by a salaried employee of the party or by an independent contractor.

24. Representations and Warranties. The persons who are executing this Agreement on behalf of the Borrower and the Borrower represent and warrant to the Agency as follows:

(a) The Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. The copies of the documents evidencing the organization of the Borrower delivered to the Agency are true and current copies of the originals including any amendments.

(b) The Borrower has the full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been and will continue to be executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Borrower and all actions required under the Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered or to be executed and delivered, pursuant to this Agreement, have been and will continue to be duly taken.

(d) This Agreement and all other documents or instruments which have been executed and delivered pursuant to this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CALIFORNIA HOUSING FINANCE AGENCY

By: ______________________
Theresa A. Parker
Executive Director

REDEVELOPMENT AGENCY OF THE CITY OF WOODLAND

By: ______________________
Richard Kirkwood
Executive Director

EXHIBIT:

Exhibit A: Project Specific Terms and Conditions

Project Specific Terms and Conditions

Borrower: Redevelopment Agency of
The City of Woodland
300 First Street
Woodland, CA 95695

Attn: Executive Director

CalHFA Loan No.: HELP--020604-11

HELP Loan Terms:

Principal Amount:	$1,550,000
Interest Rate:	3% simple per annum
	Interest to be charged only on funds disbursed
Term:	10 years from date of this Agreement
Payment:	Deferred for term of HELP Loan

Loan is subject to the following conditions:

1. Authorizing Resolution. Prior to the disbursement of any HELP Loan funds, the Borrower shall issue a resolution that authorizes the signor, on behalf of the Borrower, to execute this Agreement, incur the HELP Loan indebtedness, commit specific resources to implement the Project, and take any other actions necessary to facilitate the Project.

2. Project Purpose. Pursuant to the terms of the application package submitted by the Borrower to the Agency and dated April 2, 2004, which is incorporated herein in its entirety, the Borrower shall use the HELP Loan funds exclusively for the acquisition and rehabilitation of Heritage Oaks Apartments, a 120-unit rental complex. (the "Project"). The interest rate for a loan made under the Project shall not exceed 3% compounded per annum.

   For a minimum of 10 years, the Borrower shall ensure that all of the rental units being financed with HELP Loan funds are restricted to occupancy such that each unit shall be restricted to and affordable to households earning at or below 60% of the area median income as defined in California Health and Safety Code Section 50079.5.

The Borrower shall ensure that reasonable support services for the residents of this Project are provided, such as, but not limited to, computer training, children's after-school programs, home buying seminars, ESL (English as a Second Language), budgeting, and parenting classes.

3. Funds Repaid or Returned. HELP Loan funds which are repaid to the Borrower (by the Borrower's borrower), or which are not utilized within 30 days of their disbursement by the Agency shall be returned to the Agency immediately. With the Agency's consent, in its sole discretion, and upon such conditions as the Agency may impose, and subject to the limitations of paragraphs 5. and 6. below, the funds so returned shall be available for re-distribution to Borrower, upon written application, for Borrower's use in accordance with this Agreement.

4. Interest Accrual on Repaid or Returned Funds. Interest shall accrue on the sums being returned for the period said funds were held by Borrower, but interest shall cease to accrue on said sums until the funds are re-distributed to Borrower. Notwithstanding any other provision of this Agreement, any accrued interest shall not be due until the end of the HELP Loan period.

5. Timely Use of Funds (1 Year Requirement). If the Borrower does not draw any funds within 1 year from the date of this Agreement, then the Agency shall have the option, in its sole discretion, to cancel the Borrower's right to receive future draws from the undisbursed HELP Loan funds.

6. Timely Use of Funds (3 Year Requirement). The Borrower shall draw and utilize its entire allocation of HELP Loan funds within 3 years from the date of this Agreement. Any disbursed HELP Loan funds which are not utilized within this period, at the Agency's option, in its sole discretion, shall be immediately repaid and the Borrower's right to receive future draws from the undisbursed HELP Loan funds shall terminate.

7. Loan Repayment. Borrower shall make every effort to have the Project 90% occupied by households at 60% of AMI or less within 2 years from the initial HELP fund disbursement. If this occupancy level has not been met by that date, then the Agency has the option, in its sole discretion, to declare the outstanding balance of this Loan, or any portion thereof, all due and payable.

8. Due on Certain Transfers. The Borrower shall pay the outstanding balance of the HELP Loan in the event that the Project is sold or transferred. If no such event (or other prepayment event as provided in this Agreement) occurs prior thereto, all amounts owing to the Agency shall be due and payable upon the 10th (tenth) anniversary of the date of this Agreement.

9. Draw Procedure. The Borrower shall request draws from the undisbursed HELP Loan proceeds by submitting a certification to the Agency which represents that the Borrower intends to use the funds within 30 days of the draw. The Borrower shall provide the following information in its certification:

1) the HELP Loan Agreement number;
2) the property location where the funds will be used;
3) the specific dollar amount of the draw requested;
4) the specific proposed use of the draw;
5) the date (allow for a minimum of 10 working days) on which the Agency is requested to disburse the draw either by wired funds (provide wiring instructions)or check; and
6) the name and title of the individual making the draw request. If the requestor is someone other than the individual identified in the resolution required by paragraph 1, of this Exhibit A, the certification must be accompanied by a delegation letter or other evidence of authority to execute the certification.

10. <u>Semi-annual Report.</u> The Borrower shall provide a semi-annual report of the status of the Project, in accordance with the requirements of the Agency, commencing on the date which is 6 months from the date of this Agreement and continuing thereafter at 6-month intervals.

RESOLUTION NO.

RESOLUTION OF THE SUCCESSOR AGENCY TO THE WOODLAND REDEVELOPMENT AGENCY BOARD APPROVING AN AMENDMENT TO LOAN AGREEMENT WITH CALIFORNIA HOUSING FINANCE AGENCY AND AUTHORIZING THE EXTENSIONOF THE HELP LOAN MADE TO HERITAGE OAKS, L.P. FOR THE HERITAGE OAKS APARTMENTS PROJECT

WHEREAS, The former Redevelopment Agency of the City of Woodland did apply and received a HELP Loan through the California Housing Finance Agency (CalHFA) that was due to be repaid on August 23, 2014; and

WHEREAS, the former Agency did reloan the HELP funding to Heritage Oaks, L.P., A California limited partnership, for use on the Heritage Oaks Apartment Project; and

WHEREAS, Heritage Oaks L.P. was to repay the loan by August 22, 2014, but has failed to do so; and

WHEREAS, Heritage Oaks L.P. has requested that the Successor Agency to the former Woodland Redevelopment Agency (the Successor Agency), as successor in interest to the former Agency, extend the term of the loan from the former Agency to Heritage Oaks, and has agreed to make partial payments of the outstanding principal and interest during the extended term; and

WHEREAS, the Successor Agency has requested and received an extension the repayment date for the HELP Loan from CalHFA to August 23, 2024 as long as the conditions of the Amendment dated August 5, 2014 are met, including the making of partial payments to CalHFA during the extended term; and

NOW, THEREFORE, BE IT RESOLVED, the Board of the Successor Agency to the former Redevelopment Agency approves an extension of the HELP Loan to Heritage Oaks, L.P. to be repaid not later than August 23, 2024, provided that Heritage Oaks, L.P. agrees to make partial payments to the Successor Agency consistent with the terms of the attached Amendment to Loan Agreement.

BE IT FURTHER RESOLVED, the Board authorizes the Executive Director to execute the Amendment to Loan Agreement on behalf of the Successor Agency, provided that such Amendment is first approved by the Oversight Board to the Successor Agency and is subject to review by the State Department of Finance; and

BE IT FURTHER RESOLVED, that the Executive Director is hereby authorized to execute the Amendment to Loan Agreement and such other documents and take such action as necessary to carry out the direction provided in this Resolution.

PASSED AND ADOPTED this 2nd day of September, 2014 by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

Tom Stallard, Chair

ATTEST:

Ana B. Gonzalez, Secretary

APPROVED AS TO FORM:

Kara K. Ueda, Agency Counsel

FIRST AMENDMENT TO PROMISSORY NOTE

This First Amendment to Promissory Note ("Amendment") is made and entered into as of August __, 2014 by Heritage Oaks, L.P., a California limited partnership ("Borrower") and the Successor Agency to the Redevelopment Agency of the City of Woodland ("Agency").

R E C I T A L S

WHEREAS, Borrower executed a Promissory Note in the original principal amount of $1,550,000 dated February 1, 2005 in favor of the Redevelopment Agency of the City of Woodland, the predecessor in interest to the City ("Note"); and

WHEREAS, the Borrower and Agency desire to amend and modify the Note to change the repayment terms.

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the City and Borrower agree as follows:

1. The Note Termination Date as defined in the Note is hereby extended to August 22, 2024, at which time the entire principal balance of the Note, together with all interest owing thereon, shall be due and payable in full

2. Additionally, as a condition of the extension granted by Section 1 of this Amendment, Borrower shall make partial payments to the Agency of the amounts owing under the Note as follows:

   a. $50,000 upon execution of this Amendment
   b. $50,000 by November 30, 2014
   c. $100,000 by August 22, 2015
   d. $100,00 by August 22, 2016
   e. $100,00 by August 22, 2017
   f. $100,00 by August 22, 2018
   g. $100,00 by August 22, 2019
   h. $100,00 by August 22, 2020
   i. $100,00 by August 22, 2021
   j. $100,00 by August 22, 2022
   k. $100,00 by August 22, 2023
   l. Payment of the remaining balance owing under the Note by August 22, 2024

3. Except as stated herein, the terms and conditions of the Note shall remain in full force and effect.

4. Prior to signing this Amendment, the Borrower has read and understands all of its provisions. The Borrower agrees to the terms of the Amendment and also reaffirms its agreement to the terms and obligations of the Note except as herein amended.

IN WITNESS WHEREOF, this Amendment to the Promissory Note has been made effective on the date first set forth above.

BORROWER:

HERITAGE OAKS, L.P., a California limited partnership

By: _____________________________
Its: _____________________________

By: _____________________________
Its: _____________________________

AGENCY

SUCCESSOR AGENCY OF THE
WOODLAND REDEVELOPMENT AGENCY

By: __________________________________
Chair

Attest:

By: ___________________________________
Ana Gonzalez, City Clerk

Approved as to form:

By: ____
Kara K. Ueda
City Attorney

City of Woodland

Legislation Details (With Text)

9.

File #:	14-340	**Version:** 1	**Name:**		
Type:	Report of the City Manager		**Status:**	Agenda Ready	
File created:	8/22/2014		**In control:**	City Council	
On agenda:	9/2/2014		**Final action:**		

Title: SUBJECT: Update on City's Youth Gang Prevention and Intervention Program (YGRIP) and Authorization to Submit a CalGRIP Grant Application for the FY14/15 Funding Cycle

Recommendation for Action: Staff recommends that the City Council:
1) Receive a presentation from Ben Flores, Coordinator of the city's YGRIP Initiative, and
2) Adopt Resolution No. _____, authorizing the City to submit a CalGRIP grant application for the FY14/15 funding cycle, in an amount not to exceed $350,000 per year.

Sponsors:

Indexes:

Code sections:

Attachments: Resolution - CalGRIP grant
Letter of intent CalGRIP grant 2014

Date	Ver.	Action By	Action	Result

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: September 2, 2014

SUBJECT: Update on City's Youth Gang Prevention and Intervention Program (YGRIP) and Authorization to Submit a CalGRIP Grant Application for the FY14/15 Funding Cycle

Recommendation for Action: Staff recommends that the City Council:
1) Receive a presentation from Ben Flores, Coordinator of the city's YGRIP Initiative, and
2) Adopt Resolution No. _____, authorizing the City to submit a CalGRIP grant application for the FY14/15 funding cycle, in an amount not to exceed $350,000 per year.

Staff Contact

Dan Bellini, Public Safety Chief, dan.bellini@cityofwoodland.org

Fiscal Impact

The City has allocated $60,000 per year, over three years, to fund development and initial implementation of the YGRIP initiative. This includes funding for the YGRIP coordinator contract, which currently runs from December 2013 through June 2015. This contract is funded through the city's General Fund as well as initial funding contribution from the Woodland Joint Unified School District.

The FY14/15 CalGRIP grant cycle is from January 1, 2015 to December 31, 2017. New funds are allocated annually, once a year for the three year cycle as long as program activities are being implemented and grant dollars expended consistent with the awarded proposal. The City of Woodland is requesting grant funding not to exceed $350,000. The grant requires 100% local matching funds. The majority of the match requirement is anticipated to come from "in-kind" funding already included in the city budget as in-kind funds from agencies currently partnering with the city on our YGRIP initiative. Additional matching funds are likely to be needed from newly authorized Measure J funds, consistent with the goals and objectives outlined in advisory Measure M related to crime prevention and programs supporting at-risk youth.

Background

The CalGRIP Program provides grants to cities that propose to use a local collaborative effort to reduce gang activity through the use of evidence-based prevention, intervention, and/or suppression activities . Cities must also establish an advisory council to help prioritize the use of the grant funds. Cities that combine resources to establish a regional approach toward combating gangs will be given preference. At least 20% of the grant funds received must go to community based organizations. Commencing this grant cycle, the CalGRIP Program will be administered on a three year cycle. The grant period will begin on January 1, 2015 and end on December 31,
2017.

In December 2013, the City of Woodland hired a coordinator for the City's YGRIP initiative. The structural framework for YGRIP was developed and consists of a Steering committee - provides leadership and direction by setting policies, goals, and objectives, and an Operational team - carries out the activities and strategies of the initiative. Both committees are comprised of representatives from our regional partners and the composition of the Steering committee meets the requirements of the CalGRIP advisory council.

Discussion

CalGRIP funds would be used to further the YGRIP initiative and would target prevention and intervention efforts towards youth in Fourth through Eighth grades. Currently, the City of Woodland partners with the Woodland Joint Unified School District to provide two School Resource Officers to interact with students and address issues occurring on school campuses. The two School Resource Officers spend the majority of their time addressing issues at the two middle schools and two high schools. There is very little time for the SRO's to interact with the students in a non-enforcement fashion or to spend time interacting with students at the elementary schools.

Grant funding would be utilized to expand the SRO program, adding a third SRO, and train all three SRO's in the GREAT Program. GREAT (Gang Resistance Education and Training) is an evidence based and effective gang and violence prevention program built around school-based, law enforcement officer-instructed classroom curricula. The Program is intended as an immunization against delinquency, youth violence, and gang membership for children in the years immediately before the prime ages for introduction into gangs and delinquent behavior. The G.R.E.A.T. Program offers a continuum of components for students and their families that focus on providing life skills to students to help them avoid using delinquent behavior and violence to solve problems. These components include a 13-lesson middle school curriculum, a 6-lesson elementary school curriculum, a summer program, and a families training.

Additional grant funding would be used to re-institute the Youth Diversion program through the Police Department. The Youth Diversion Program targets first time juvenile offenders who have been cited or arrested by the Police Department. Juveniles identified as “at risk” who may not have yet committed a crime can be referred into the program. The Youth Diversion Counselor meets with the juveniles and their parents/guardians; conducts assessment interviews; and determines the appropriate intervention techniques. The Counselor provides case management and follow-up assistance and support. The purpose of the program is to divert youthful offenders (or those identified as “at risk”) from the juvenile justice system and provide an alternative approach for resolution to criminal offenses.

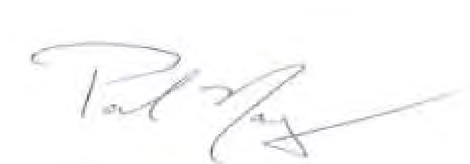
Currently, the YGRIP Coordinator position is funded through one-time monies set aside by the City as well as contributions from the Woodland Joint Unified School District. Grant funding will be used to sustain partial funding for the YGRIP Coordinator position.

The YGRIP Steering committee is looking forward to partnering with the Yolo Family Resource Center as the community based organization to provide additional counseling and intervention resources to our youth identified as “at-risk”.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City to submit a CalGRIP grant application for the FY14/15 funding cycle, in an amount not to exceed $350,000 per year. If the City is successful in receiving a CalGRIP grant award, staff will return to the Council for any necessary actions required to accept the grant and finalizing matching fund commitments.

Prepared by: Dan Bellini, Public Safety Chief



Paul Navazio, City Manager

Attachment: Resolution - CalGRIP Grant
Letter of Intent to Apply for Grant

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE APPLICATION FOR THE FY14/15 CALGRIP GRANT.

WHEREAS, the FY14/15 CalGRIP Program provides grants to cities that propose to use a local collaborative effort to reduce gang activity through the use of evidence-based prevention, intervention, and/or suppression activities; and

WHEREAS, the CalGRIP grant will provide funding up to three years as long as program activities are being implemented and grant dollars expended consistent with the awarded proposal; and

WHEREAS, grantees must match 100% of the grant money received either through an in-kind or cash match; and

WHEREAS, the City Council recognizes the previous efforts to develop the City's YGRIP initiative and the collaboration with regional partners to reduce gang activity and address at-risk youth; and

WHEREAS, the General Fund is insufficient to fund the programmatic and staffing needs of the YGRIP initiative; and

WHEREAS, the CalGRIP grant is the best option available to the City to further the goals and objectives of the YGRIP initiative; and

WHEREAS, the City Council wishes to pursue an application for the FY14/15 CalGRIP grant to support and advance evidenced-based programs that support the goals of the city's YGRIP initiative,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND:

SECTION 1. That the City Council hereby authorizes the City of Woodland and the City Manager to submit a CalGRIP grant application for the FY14/15 funding cycle.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2014, by the following vote:

AYES: None
NOES: None
ABSENT: None
ABSTAIN: None

Tom Stallard, Mayor

ATTEST:

Ana B. Gonzales, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

City of Woodland
300 FIRST STREET WOODLAND, CALIFORNIA 95695 (530) 661-5800 FAX: (530) 661-5813

Board of State and Community Corrections
Corrections Planning and Programs Division
600 Bercut Drive
Sacramento, CA 95811

Attn: Leona LaRochelle, Program Analyst

Dear Ms. LaRochelle,

This letter has been prepared by the City of Woodland to announce its intention to apply for the California Gang Reduction, Intervention and Prevention (CalGRIP) grant. The City of Woodland has worked closely with other stakeholders to develop a collaborative initiative extending across agencies, sectors, and jurisdictions to address increasing concerns regarding youth violence and gang participation that will better support a safe community and provide effective services to the City of Woodland.

The purpose of applying for the CalGRIP grant is to secure funding to carry out the goals and objectives of the City's Youth Gang Reduction, Intervention and Prevention (YGRIP) initiative.

The City of Woodland looks forward to submitting a proposal for the CalGRIP grant and is confident that it will satisfactorily meet all requirements and be worthy of serious consideration for funding.

Respectfully submitted,

Paul Navazio
City Manager

cc: Magi Work, Field Representative, BSCC
Colleen Curtin, Field Representative, BSCC
Ben Flores, YGRIP Coordinator, City of Woodland