City of Woodland

300 First Street
Woodland, CA 95695

Meeting Agenda

City Council

Tuesday, August 23, 2016 | **6:00 PM** | **Council Chambers**

CITY COUNCIL
CLOSED SESSION
5:30PM

A. CALL TO ORDER

B. CLOSED SESSION

B. 1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Assessor's Parcel Number 063-060-004, 1285-B Lemen Avenue
Agency Negotiators: City Manager, City Attorney and Community Services Director
Negotiating Parties: Housing Authority of the County of Yolo
Under Negotiation: Price and terms of payment

SPECIAL CITY COUNCIL/WOODLAND FINANCE AUTHORITY
AUGUST 23, 2016
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.

16-650 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. COMMITTEE REPORTS

16-655 SUBJECT: Parks & Recreation Commission Meeting Minutes for May 23, 2016

Recommendation for Action: Staff recommends that the City Council receive the May 23, 2016 Parks & Recreation Commission Minutes that were approved on July 25, 2016.

Attachments: 52316 Minutes

G. MINUTES

1. 16-649 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 5, 2016 and July 19, 2016.

Attachments: 07-05-16 DRAFT MINUTES

07-19-16 DRAFT MINUTES

H. CONSENT CALENDAR

2. 16-678 SUBJECT: Public Safety Department (Police and Fire) Quarterly Status Report for the period of April 2016 through June 2016

Recommendation for Action: Staff recommends that the City Council receive the Public Safety Department Quarterly Status Report for April 2016 through June 2016.

Attachments: Qtrly report - Apr-June 2016

3. 16-658 SUBJECT: Treasurer's Investment Report Quarter Ending June 30, 2016

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2016.

Attachments: Woodland Investment Plan Executive Summary June 30 2016

Q4 FY 2016 Treasurers Report

4. 16-676 SUBJECT: Increase the Fiscal Year 2017 Energy Projects Budget

Appropriation by $929,116

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing a total adjustment of $929,116 to the FY 17 appropriation for energy project expenses in Fund 365.

Attachments: Reso - FY 17 adjustment to Fund 365 budget

5. 16-654 SUBJECT: Contract Award - FY2016/17 Annual Cyclical Tree Pruning

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the FY 2016/17 annual cyclical tree pruning and maintenance service contract to West Coast Arborist (WCA) in the amount not-to-exceed $179,000.

Attachments: Resolution

6. 16-653 SUBJECT: Kentucky Avenue Widening and Complete Streets Project, CIP 04-07; Approve Plans and Specifications, and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council:
1. Adopt Resolution No. _____, Approving the project plans and specifications for the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, and authorizing bid advertisement; and
2. Authorize the reallocation of $160,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, to fund costs associated with water improvements that are not federally reimbursable; and
3. Authorize the reallocation of $100,000 of Water Enterprise Funds from the Operating Budget, Budget Code 210-086-7851-5262, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, to fund costs associated with water improvements that are not federally reimbursable.

Attachments: A - Resolution

7. 16-656 SUBJECT: Authorize the Purchase of One (1) Skeeter Brush Truck for the Fire Department

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into a Purchasing Agreement with Skeeter Brush Trucks for the purchase of one (1) Skeeter Brush Truck from Golden State Fire Apparatus through the Houston-Galveston Area Council, contract #FS12-15, YB03 in the amount of $249,775. Staff also requests that City Council approve an additional appropriation of $6,743 to pay for the net increase in future replacement costs of the apparatus.

Attachments: Woodland Type 5 Skeeter Proposal - 01 Aug 16
Skeeter Brush Trucks Purchasing Agreement - 01 August 16
Aug 1 2016 Type 5 spec
Resolution

8. 16-666 SUBJECT: Approve Contract Amendment with Wood Rogers, Inc. to Provide an Update to the Storm Drainage Facilities Master Plan for the South Urban Growth Area, CIP 11-13

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute contract amendment #2 with Wood Rogers, Inc. to provide an update to the Storm Drainage Facilities Master Plan (SDFMP) for the South Urban Growth Area (SUGA), CIP 11-13, for an amount not to exceed $70,000.

Attachments: A - Resolution

9. 16-668 SUBJECT: Approval of Management Agent Selection for Leisureville Community Association

Recommendation for Action: Staff recommends that the City Council approve the selection of DBRE Consulting as the new management agent for the Leisureville Community Association (LCA).

Attachments: Management Agent Agreement 15Jul16
DBRE Information

10. 16-669 SUBJECT: Approval of Three Subrecipient Agreements with the Yolo Wayfarer Center Funded through the 2015 Continuum of Care Competition

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2015 Continuum of Care program competition in the aggregate amount of $64,972 and authorizes the Finance Officer to amend the budget as necessary.

Attachments: CC Reso Sub Agreements 23Aug16
Sub Agreement Individuals 23Aug16
Sub Agreement Families 23Aug16
Sub Agreement 2012 Reallocation 23Aug16

11. 16-671 SUBJECT: Approve Construction Contract with R.J. Gordon Construction, Inc. for Well #24 and Well #26 Water Main Project, CIP #16-09

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ______, approving a construction contract with R.J. Gordon Construction, Inc. for an amount not to exceed $1,171,571 with a ten percent (10%) contingency.

Attachments: A - Resolution

12. 16-657 SUBJECT: Reject All Bids and Re-Authorize Bid Advertisement for Spring Lake N3 Park Project, CIP #15-05

Recommendation for Action: Staff recommends that the City Council:
1) Adopt Resolution No. _____, rejecting all bids from the July 21, 2016 bid opening; and
2) Re-Authorize bid advertisement for the Spring Lake N3 Park Project; CIP 15-05.

Attachments: A - Resolution

13. 16-679 SUBJECT: Resolution Ratifying the Right of Way Contracts for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP (04-07)

Recommendation for Action: Staff recommends that the City Council:
1) Adopt Resolution No. _____, Ratifying the Right of Way Contracts for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP (04-07);
2) Affirm the City Council's approval of these contracts.

Attachments: 08-23-16 Resolution ratifying ROW agreements for Kentucky Ave Project

14. 16-680 SUBJECT: City Council Assignment to the Council's Flood/Water Sub-Committee

Recommendation for Action: Staff recommends that the City Council appoint Council Member Davies to the Flood/Water Sub-Committee.

I. PUBLIC HEARINGS

15. 16-681 SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE - Prudler Tentative Subdivision Map Project (PLNG 14-00090): A request to amend the General Plan and Spring Lake Specific Plan, rezone the project site, and approve a Tentative Subdivision Map (TSM #4856), Conditional Use Permit and Development Agreement to allow the development of 183 detached single-family units in two phases and a 1.46 acre park, on an approximately 38-acre site located at the northeast corner of East Street and Sports Park Drive/ County Road (CR) 24A in the City of Woodland

THIS ITEM WILL BE OPENED AND CONTINUED TO THE SEPTEMBER 6, 2016 COUNCIL MEETING.

J. REPORTS OF THE CITY MANAGER

16. 16-677 SUBJECT: Boxing Program Update

Recommendation for Action: Staff recommends that the City Council receive an update on the City's boxing program.

17. 16-645 SUBJECT: Authorize the Sole-Source Purchase of Ultraviolet (UV) Lamps and the Associated Parts for Effluent Disinfection Purposes at the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing the sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed $130,000.00.

Attachments: UV lamp sole source resolution 2017

18. 16-646 SUBJECT: Authorize the Sole-source Purchase of Coagulants for the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to execute a sole-source purchase of coagulants from Rosa Water Technology Associates in an amount not-to-exceed $135,000.00 for FY17.

Attachments: Rosa Coagulants Resolution-2017

19. 16-665 SUBJECT: Award Construction Contract for ASR Wells 29 & 30 Equipping and Building Project, CIP #15-02

Recommendation for Action:
Staff recommends that the City Council:
1. Adopt Resolution No. ______, Approving a Construction Contract with Myers & Sons Construction LP in the Amount of $5,499,250 for CIP 15-02, ASR WELLS 29 & 30 Equipping and Building Project; and
2. Authorize a contract contingency of up to 10% ($549,925); and
3. Authorize the City Manager to execute a consultant agreement for construction management and inspection services with Carollo Engineers in an amount up to $1,200,000 and authorize a contingency of up to 10% ($120,000); and
4. Approve a new appropriation in FY 16/17 for $2,000,000 from the water enterprise fund.

Attachments: Attachment A - Resolution

Attachment B - Consultant Agreement for Construction Management and Inspec

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Special City Council/Woodland Finance Authority Regular Meeting of the City of Woodland scheduled for August 23, 2016 was posted on August 19, 2016 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 Text

File #: 16-650, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

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

Paul Navazio, City Manager

Attachment

UPDATED COUNCIL LONG RANGE CALENDAR

AUGUST 23rd **SPECIAL MEETING**

Joint City Council/Planning Commission Workshop – General Plan Update

SEPTEMBER 6th **REGULAR MEETING**

Minutes
City Council Minutes of August 23rd

Presentations
Prostate Cancer Awareness Month

Consent
Adopt Resolution Accepting Public Improvements for Subdivision Final Map #5048
2nd Reading - Prudler
Accept Sewer System Management Plan Audit for FY 15 and FY 16
App Donations thru Walmart Foundation - Woodland Tree Foundation and Mutual Housing CA
League of CA Cities Annual Conference – Resolution Packet

Public Hearing
Prudler Tentative Subdivision Map (CONTINUED)

Regular Calendar
Approve Urban Flood Risk Reduction (UFFR) Agreement with State DWR
Letter requesting the U.S. Army Corps of Engineers to restart the Lower Cache Creek Feasibility Study

SEPTEMBER 13th **SPECIAL MEETING**

General Plan Update – Special Meeting

SEPTEMBER 20th **REGULAR MEETING**

Public Hearing
Public Review Draft General Plan and Draft EIR and Climate Action Plan.

OCTOBER 4th **REGULAR MEETING**

Minutes
City Council Meeting Minutes of September 6th and 20th

Regular Calendar
Muni Code Update – Selection of Mayor and Mayor Pro Tempore
Boxing Program

FUTURE STUDY SESSIONS (TBD):
Affordable Housing – Part II (September/October)

City of Woodland

300 First Street
Woodland, CA 95695

Legislation Text

File #: 16-655, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Parks & Recreation Commission Meeting Minutes for May 23, 2016

Recommendation for Action: Staff recommends that the City Council receive the May 23, 2016 Parks & Recreation Commission Minutes that were approved on July 25, 2016.

Staff Contact

Kris Bain, Community Services Program Manager, 661-2002, krista.bain@cityofwoodland.org

Conclusion

Staff recommends that the City Council receive the May 23, 2016 Parks & Recreation Commission Minutes that were approved on July 25, 2016.

Prepared by: Kris Bain, Community Services Program Manager

Paul Navazio, City Manager

Attachment: May 23, 2016 P&R Commission meeting minutes

Parks & Recreation Commission Minutes

Monday, May 23, 2016

City Hall – 300 First Street – 2nd Floor Council Chambers

Call to Order

The Parks & Recreation Commission meeting was called to order by Vice-Chair Jon-Paul Valcarenghi at 6:32 p.m. on Monday, April 25, 2016 at the City Council Chambers.

Pledge of Allegiance

Roll Call

Commission Members Present:	
	Commissioner White-Snyder
	Vice Chair Jon-Paul Valcarenghi
	Commissioner Stephanie Miller
	Chair Jesse Salinas
	Commissioner Leigh Ann Hartman
Commission Member Absent:	Commissioner Fernandez
	Commissioner Joe Romero
Staff Present:	CS Director Engel
	PW Deputy Director Sanders
	PW Park Supervisor Schroeder
	CS Administrative Supervisor Haynie

Public Comment

CS Recreation Supervisor Collier introduced Zach Atlee, Youth Committee member, to the Commission. Atlee talked about the community pride he received from his participation in the Youth Committee. Atlee would like to see more interaction with community leaders as the program continues.

Jenny Lillgee asked the Commission to consider a Dog Park at Hiddleson Pool. Commission asked if Ms. Lillgee had asked the neighbors what they thought about a Dog Park at Hiddleson Pool site. Ms. Lillgee had not but noted that Southland Park did have dog walkers at the park. Sanders responded that ideas are being discussed for the Hiddleson site with no decisions made yet. Commissioner Miller asked if Ms. Lillgee had contacted the YMCA. Ms. Lillgee had not. Demolition should start in the New Year and a new use by the spring.

Communication-Commission/Staff Statements and Requests

None

Committee Reports

Commissioner White-Snyder reported that the Budget Committee met with staff to discuss the CS budget. Budget is in good shape, staff explained the separation of programs and the funding. It was important to see where money is spent. Staff did a good job explaining the budget.

Consent Calendar

April 25, 2016 Minutes

Action:

Valcarenghi/White-Snyder seconded to approve the minutes as written.

Motion carried by the following roll call vote:

Ayes: Salinas, Valcarenghi, White-Snyder, Miller, Hartman

Noes: none

Review and Update Committee Assignments

Following discussion by the Commission and history of the Committees by Engel, changes below were approved. Note: Commissioner Miller would like to be included on the Committee reviewing the Tennis Complex request. *Commissioner Salinas removed from Programs & Department Evaluation and replaced with Commissioner Hartman. Commissioner Valcarenghi removed from Volunteerism Committee and replaced with Commissioner Hartman.* Committee assignments will be finalized at the June 27th meeting.

Discuss and Recommend Tasks for 2016/2017 Work Plan

Floyd McCain, Woodland Tennis Club President, addressed the Commission about the need for the Tennis Complex Phil Cello presented to the Commission in May. Art Williams, former Woodland Tennis Club President would like the Sports Complex to move forward. Engel responded that staff is waiting on an updated proposal from CITA that includes numbers on maintenance and operations. Staff will be working with the Facility Committee on a study of the unutilized land at the Woodland Community & Senior Center and Sports park property. Discussion followed.

Each Committee will provide Haynie with update information for the FY16/17 Work Plan by June 15, 2016. The goal is to approve the Work Plan at the June meeting.

Staff Reports

Community Services Report

Commissioner Valcarenghi asked about the Parks Division moving to Community Services. Sanders explained that Woodland was the only City in the area who had the Parks Division in Public Works. Engel reported that at the May 17, 2016 City Council meeting, the City Council was briefed on the proposed FY16/17 budget. The budget proposal takes into account recommendations from the Management Partners study that was conducted at the end of 2015 to evaluate the structure and operations of the Public Works Department. One recommendation in the study was to move parks maintenance, including urban forestry, from Public Works to the Community Services Department (parks maintenance was previously a part of the "Parks & Recreation Department" up until June 30, 2009 when it moved to Public Works). This reorganization would improve efficiencies of communication of staff maintaining the facilities with those programming and using the facilities.

The proposed budget also includes the addition of an additional Parks Maintenance Worker. The final budget and the park maintenance reorganization will be considered for adoption by the City Council on either June 7 or 21. The City of Woodland will be honoring veterans, especially Vietnam era veterans, on June 14th at 8:30 am in Heritage Plaza, as part of the nation's ongoing 50th anniversary commemoration of the Vietnam War.
Action: Received

Parks Report
Sanders reported that Staff will be moving forward with the installation of playground equipment at the Sports Park that was originally placed at the Dubach Park, now Velocity Island. The playground equipment was removed when the park was closed, and staff is now working with the manufacturer to see whether it could be utilized at the Sports Park. There have been some low cost modifications made to the structure so that the playground could be installed; mainly to bring the structure up to today's safety and ADA regulations. Staff completed the Day of Service with the Church of Jesus Christ of Latter Day Saints, which was a planned volunteer day at several parks throughout the City. This "Day of Service" happened on April 30th at Southland, Schneider, and Woodside Parks. Volunteers, with the assistance of staff spread wood chips at the play structures. There were approximately 70 volunteers that aided in this project making it a great success; thanks to the great spirit of volunteerism, projects like this really help the City. Due to April 30th being an overly windy day, the wood staining could not be done at Ferns Park on the Day of Service. Roughly 20 volunteers returned to Ferns Park on May 12th staining the smaller playground to the south and the surrounding fence. Without this sort of commitment these large projects would take a considerable amount of time to be complete. Staff thanks the volunteers for all of their commitment.
Action: Received

Next Meeting June 27, 2016

Adjourn 8:10 p.m.
Action: Miller/ White-Snyder seconded to adjourn the meeting.
Motion carried by the following roll call vote:
Ayes: Salinas, Valcarenghi, White-Snyder, Miller, Hartman
Noes: none

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

1.

File #: 16-649, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

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 5, 2016 and July 19, 2016.

Staff Contact

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

Paul Navazio, City Manager

Attachments

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, July 5, 2016

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSIOJN
5:30PM

A. CALL TO ORDER

B. CLOSED SESSION

B.1 CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to Government
Code Section 54957
Agency Designated Representatives: Paul Navazio and Sheila McShane
Employee Organization(s): Professional Firefighters' Association (WPFA) and Woodland City Employees' Association (WCEA)

B.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)
Properties: Yolo County Assessor's Parcel Numbers 005-750-003, 005-692-002
Agency Negotiators: City Manager, Community Development Director, City Engineer, City Attorney, and City's Project Manager
Negotiating Parties: Elizabeth J. Crum & Elizabeth J Crum Revocable Trust
Under Negotiation: Price and terms of payment

B.3 CONFERENCE WITH LEGAL COUNSEL
– Existing Litigation (Gov. Code § 54956.9(d)(1))
1. City of Woodland v. Elizabeth J. Crum, et al., Yolo County Superior Court Case No. ED 16-558

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JULY 5, 2016
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 5 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Pauly VanMuyden.

D. COMMUNICATIONS-PUBLIC COMMENT

None.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

16-614 SUBJECT: Long Range Calendar

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

F. COMMITTEE REPORTS

16-592 SUBJECT: Planning Commission Meeting Minutes

Recommendation for Action: Staff recommends that the City Council receive the minutes of the following Planning Commission meetings of April 7, 2016, April 21, 2016 and May 5, 2016.

Received the Planning Commission meeting minutes of April 7, 2016, April 21, 2016 and May 5, 2016.

16-594 SUBJECT: Commission on Aging Meeting Minutes for April 21, 2016

Recommendation for Action: Staff recommends that the City Council receive the April 21, 2016 Commission on Aging Minutes that were approved on June 16, 2016.

Received the Commission on Aging meeting minutes of April 21, 2016.

G. CONSENT CALENDAR

1. 16-601 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 2015 program year and receive a summary update on the 2016 program year.

Recieved the Manufactured Home Fair Practices Commission Annual Report for the 2015 program year and received a summary update on the 2016 program year.

2. 16-564 SUBJECT: Main Street Streetscape Project, CIP 15-16; Final Acceptance and Notice of Completion

Recommendation for Action: Staff recommends that the City Council (1) approve Resolution No. _____, accepting the Main Street Streetscape Project, CIP 15-16, as complete and authorizing the City Clerk to file a Notice of Completion and (2) appropriate $25,000 of Measure E funding to the project.

Adopted Resolution No. 6676, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE MAIN STREET STREETSCAPE IMPROVEMENT PROJECT (CIP 15-16) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION AND ADJUST BUDGET.

3. 16-575 SUBJECT: Downtown Streetscape Project, CIP 08-58; Final Acceptance and Notice of Completion

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Downtown Streetscape Project, CIP 08-58, as complete and authorizing the City Clerk to file a Notice of Completion

Adopted Resolution No. 6677, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE DOWNTOWN STREETSCAPE IMPROVEMENT PROJECT (CIP 08-58) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

5. 16-585 SUBJECT: Reaffirm Policy for naming Parks and Recreation Facilities

Recommendation for Action: Staff recommends that the City Council reaffirm the policy for naming parks and recreation facilities that was approved by the City Council on March 21, 1995.

Reaffirmed the policy for naming parks and recreation facilities that was approved by the City Council on March 21, 1995.

6. 16-603 SUBJECT: Fiscal Year 2015/16 Report on Affordable Housing Loan Portfolio

Recommendation for Action: Staff recommends that the City Council receive the Fiscal Year 2015/16 report on the City's affordable housing loan portfolio.

Received the Fiscal Year 2015/16 report on the City's affordable housing loan portfolio.

7. 16-607 SUBJECT: Adopt the revisions to the Deputy Director of Community Development, Deputy Director of Public Works, Operations and Maintenance and Approve two new job descriptions, Deputy Director of Public Works, Utilities and Environmental Sustainability Manager

Recommendation for Action: Staff recommends that the City Council take the following actions:
1. Adopt the revisions to the Deputy Director of Community Development, and Deputy Director of Public Works, Operations and Maintenance; and
2. Approve two new Job Descriptions ((1) Deputy Director of Public Works, Utilities and (2) Environmental Sustainability Manager) and their associated salary ranges; and
3. Approve a Side Letter which modifies the job classifications covered by the MOU between the City and the Mid-Management Professional Association (MMPA).

Adopted the revisions to the Deputy Director of Community Development, Deputy Director of Public Works, Operations and Maintenance and Approve two new job descriptions, Deputy Director of Public Works, Utilities and Environmental Sustainability Manager with amendments to the Deputy Director of Public Works, Operations and Maintenance, Deputy Director of Publoic Works, Utilities and Deputy Director of Community Development. There were minor changes to the experience requirements, the desirability of blilingual skills and clarifying the reporting relationship.

8. 16-598 SUBJECT: Reject All Bids and Re-Authorize Bid Advertisement for Well #24 and Well #26 Water Main Project, CIP #16-09

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, that includes the following actions:

(1) Reject all bids from the June 14, 2016 bid opening for the Well #24 and Well #26 Water Main Project; and
(2) Re-Authorize bid advertisement for the Well #24 and Well #26 Water Main Project; and
(3) Approve additional $47,602 Contingency for the Consultant Services Agreement with Hatch Mott McDonald; and
(4) Approve CM and Inspection Services Contract with Psomas for an amount not to exceed $100,000; and
(5) Reallocate $460,000 from CIP 11-14 to CIP 16-09; and
(6) Approve a new appropriation in FY 16/17 for $1,000,000 from the water enterprise fund.

Mayor Stallard pulled Item No. 4 for discussion and City Manager Navazio notified Council Members that Item No. 7 had amendments to the following job descriptions: Deputy Director of Public Works, Operations and Maintenance, Deputy Director of Public Works, Utilities and Deputy Director of Community Development.

Adopted Resolution No. 6679, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING ALL BIDS FROM THE JUNE 14, 2016 BID OPENING FOR THE WELL #24 AND WELL #26 WATER MAIN PROJECT; RE-AUTHORIZE BID ADVERTISEMENT FOR THE WELL #24 AND WELL #26 WATER MAIN PROJECT; APPROVE ADDITIONAL $47,602 CONTINGENCY FOR THE CONSULTANT SERVICES AGREEMENT WITH HATCH MOTT MCDONALD;

APPROVE CM AND INSPECTION SERVICES CONTRACT WITH PSOMAS FOR AN AMOUNT NOT TO EXCEED $100,000; REALLOCATE $460,000 FROM CIP 11-14 TO CIP #16-09; AND APPROVE A NEW APPROPRIATION IN FY 16/17 OF $1,000,000 FROM THE WATER ENTERPRISE FUND FOR CIP 16-09, WELL #24 AND WELL #26 WATER MAIN PROJECT.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members approved Consent Calendar Items No. 1 through 8, minus Item No. 4 and the changes to Item No. 7.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

4. 16-579 SUBJECT: Woodland Aquatic Center Feasibility Study

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a contract with Aquatic Design Group for the Woodland Aquatic Center Feasibility Study, for a total amount not to exceed $25,000.

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6678, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AQUATIC DESIGN GROUP TO PREPARE AN AQUATIC FEASIBILITY STUDY.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

H. PUBLIC HEARINGS

9. 16-604 SUBJECT: PUBLIC HEARING - Prudler Tentative Subdivision Map Project (PLNG 14-00090): A request to amend the General Plan and Spring Lake Specific Plan, rezone the project site, and approve a Tentative Subdivision Map (TSM #4856), Conditional Use Permit and Development Agreement to allow the development of 183 detached single-family units in two phases and a 1.46 acre park, on an approximately 38-acre site located at the northeast corner of East Street and Sports Park Drive/ County Road (CR) 24A in the City of Woodland

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, certifying the Environmental Impact Report (EIR), adopting Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP); and
2. Adopt Resolution No. _____, amending the General Plan Land Use Diagram from General Commercial (GC) to Low Density Residential (LDR), 3-8 dwelling units/acre and amending the

Circulation Element to reduce the segment of East Street, located south of the County Fair Mall to CR 24A, from four lanes to two lanes; and
3. Adopt Resolution No. _____, amending the Spring Lake Specific Plan (SLSP) East Street cross-section; and
4. Introduce Ordinance No. _____, Rezoning from General Commercial (C-2) to Single Family Planned Development (R-1) and adoption of Planned Development Standards (PD); and
5. Adopt Resolution No. _____, approving Tentative Subdivision Map # 4856 to subdivide the 38-acre site into 183 residential lots and a 1.46 acre park site and approving a Conditional Use Permit for development criteria within the Planned Development Zone; and
6. Introduce Ordinance No. _____, approving a Development Agreement.

The applicant requested that this item be moved to the July 19th Council Meeting. Public Hearing was opened and continued to July 19, 2016.

10. 16-615 SUBJECT: PUBLIC HEARING - Waste Management Liens

Recommendation for Action: Staff recommends that the City Council conduct a Public Hearing to receive input from property owners and adopt Resolution No. _____, “A Resolution Requesting Collection of Charges on Tax Roll”.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 6680, A Resolution Requesting Collection of Charges on Tax Roll, for Waste Management Liens.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

I. REPORTS OF THE CITY MANAGER

11. 16-605 SUBJECT: Consideration of Permit Application to U.S. Fish & Wildlife Service for the Yolo Habitat Conservation Plan / Natural Communities Conservation Plan

Recommendation for Action: Staff recommends the City Council approve Resolution No. _____, authorizing the City Manager to complete and submit the required habitat conservation permit application to the U.S. Fish & Wildlife Service as a permittee under the Yolo Habitat and Natural Communities Conservation Plan (Yolo HCP/NCCP) as attached hereto.

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members adopted Resolution No. 6681, RESOLUTION AUTHORIZING THE CITY MANAGER TO COMPLETE AND SUBMIT THE FEDERAL PERMIT APPLICATION FOR THE YOLO HABITAT CONSERVATION PLAN / NATURAL COMMUNITIES CONSERVATION PLAN.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

12. 16-611 SUBJECT: Reappointment and Appointment of Board and Commission Members

Recommendation for Action: Staff recommends that the City Council consider the reappointment and appointment of members to the various Boards and Commissions.

On a motion by Council Member Barajas, seconded by Council Member Hilliard and carried unanimously, Council Members approved the appointment and reappointment of members to the various Boards and Commissions. Council Members also recommended that a letter explaining "unexcused" absence be sent to members being reappointmented and absencds will now be monitored. Also include in appointment letter to new members.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

13. 16-613 SUBJECT: City Council Vacancy - Selection of Mayor Pro Tempore and Other Council Assignments

Recommendation for Action: Staff recommends that the City Council select a Mayor Pro Tempore and assign Council Members to various committees in light of Council Member Bill Marble's recent resignation.

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members moved the selection of a Mayor Pro Tempore to the July 19, 2016 Council meeting.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members approved the assignment of Council Members to various committees related to Council Member Bill Marble's recent resignation.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

J. ADJOURNED AT 6:53PM

Respectfully submitted,

Ana B. Gonzalez
City Clerk

City of Woodland

300 First Street
Woodland, CA 95695

Meeting Minutes - Draft

Tuesday, July 19, 2016

6:00 PM

Council Chambers

City Council

CITY COUNCIL
CLOSED SESSION
5:15 PM

A. CALL TO ORDER

B. CLOSED SESSION

B. 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS, Pursuant to Government
Code Section 54956.8
Property: APN 042-030-012
Agency Negotiator: City Manager, Community Development Director, and City Attorney
Negotiating Parties: Tuleyome and Explorit
Under Negotiation: Price and Terms of Payment

B. 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Section 54956.9(d)(1))
BNK Construction, Inc. v. Woodland State Theatre, LLC, et al., Superior Court of California, County of Yolo, Case No. CV16-873

B. 3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Section 54956.9(d)(1))
Olson v. City of Woodland, U.S. District Court, Eastern District of California, Case No. 2:16-cv-01477-JAM-AC

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY
JULY 19, 2016
6:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

Present: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Fire Captain Eric Zane.

D. COMMUNICATIONS-PUBLIC COMMENT

Patricia Morgan regarding Freeman Park.
Judy Simas spoke regarding Council forum for vacant City Council seat.

E. COMMUNICATIONS-COUNCIL/STAFF STATEMENTS AND REQUESTS

Verbal updates provided by Council Members/Staff.

16-630 SUBJECT: Long Range Calendar

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

F. MINUTES

1. 16-626 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 June 7, 2016 and June 21, 2016.

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members adopted the minutes of the the Joint Regular City Council/Woodland Finance Authority meetings of June 7, 2016 and June 21, 2016 with typographical corrections to the June 7th meeting minutes.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

G. CONSENT CALENDAR

A motion was made by Council Member Hilliard, seconded by Council Member Barajas, that the be approved with changes. The motion carried by the following vote:

2. 16-617 SUBJECT: Community Services Department Quarterly Status Report for the period of April through June 2016

Recommendation for Action: Staff recommends that the City Council accept the Community Services Department's Quarterly Status Report.

Approved the Community Services Department Quarterly Status Report for the period of April through June 2016.

3. 16-801 SUBJECT: Woodland City Employees' Association MOU Agreement

Recommendation for Action

Staff recommends that the City Council Adopt Resolution No. _____, ratifying a three-year Memorandum of Understanding with the

Woodland City Employees' Association, covering the period from July 1, 2016 through June 30, 2019.

Adopted Resolution No. 6682, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR GENERAL SERVICES UNIT EMPLOYEES.

4. 16-800 SUBJECT: Woodland Professional Firefighters Association MOU Agreement

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, ratifying a three-year Memorandum of Understanding with the Woodland Professional Firefighters Association, covering the period from July 1, 2016 through June 30, 2019.

Adopted Resolution No. 6683, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR FIRE EMPLOYEES.

5. 16-606 SUBJECT: Approval of Resolution No. _____, a Resolution of the City Council of the City of Woodland, approving the Easement Acquisition Agreement between the City of Woodland and Ram n. Sah and B. Devi Sah

Recommendation for Action: Staff recommends that the City Council Approve Resolution No. _____, a Resolution of the City Council of the City of Woodland approving the easement acquisition agreement between the City of Woodland and Ram N. Sah and B. Devi Sah, Trustees of The Ram N. Sah and B Devi Sah Trust, dated April 14, 1993; approving the Agreement and authorizing the City Manager to sign the Agreement.

Adopted Resolution No. 6684, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE EASEMENT ACQUISITION AGREEMENT BETWEEN THE CITY OF WOODLAND AND RAM N. SAH AND B. DEVI SAH, TRUSTEES OF THE RAM N. SAH AND B DEVI SAH TRUST, DATED APRIL 14, 1993.

6. 16-618 SUBJECT: Authorize the Purchase of Four FY 2016/2017 Public Works Trucks

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the purchase of four (4) FY 2016/2017 trucks for the Public Works Department through Elm Ford of Woodland in the amount of $152,173.88.

Adopted Resolution No. 6685, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE PURCHASE OF FOUR PUBLIC WORKS TRUCKS.

7. 16-619 SUBJECT: Final Acceptance and Notice of Completion for Water

Transmission Main West, CIP #12-05

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, accepting the Water Transmission Main West, CIP #12-05 construction project as completed and authorizing the City Clerk to file a Notice of Completion.

Adopted Resolution No. 6686, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION FOR WATER TRANSMISSION MAIN WEST PROJECT (CIP #12-05).

8. 16-635 SUBJECT: Revised Job Descriptions - Assistant City Manager / Director of Community and Economic Development, Community Services Director

Recommendation for Action: Staff recommends that the City Council take the following actions:
1. Adopt the revisions to the job descriptions for:
a. Assistant City Manager/ Director of Community and Economic Development; and
b. Community Services Director; and
2. Approve salary ranges for specified job descriptions

Approved Revised Job Descriptions and salary range for Assistant City Manager/Director of Community and Economic Development and Community Services Director.

9. 16-616 SUBJECT: Special Assessment Tax Roll Collections

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Requesting Collection of Charges on the Tax Roll for the Lighting and Landscaping Districts, Special Assessment Districts and Community Facilities Districts and described herein.

Adopted Resolution No. 6687, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

10. 16-621 SUBJECT: Annual Appropriations Limit

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the City of Woodland's Fiscal Year 2016/17 Appropriations Limit.

Adopted Resolution NO. 6688, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO SET THE APPROPRIATION LIMIT, IN ACCORDANCE WITH ARTICLE XIII-B OF THE STATE CONSTITUTION FOR FISCAL YEAR 2016/17.

On a motion by Council Member Hilliard, seconded by Council Member Barajas

and carried unanimously, Council Members adopted Consent Calendar Items No. 2 through 10, with corrections to Item No. 3 and 4 due to technical errors.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

H. PUBLIC HEARINGS

11. 16-633

SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE - Prudler Tentative Subdivision Map Project (PLNG 14-00090): A request to amend the General Plan and Spring Lake Specific Plan, rezone the project site, and approve a Tentative Subdivision Map (TSM #4856), Conditional Use Permit and Development Agreement to allow the development of 183 detached single-family units in two phases and a 1.46 acre park, on an approximately 38-acre site located at the northeast corner of East Street and Sports Park Drive/ County Road (CR) 24A in the City of Woodland

THIS ITEM WILL BE OPENED AND CONTINUED TO THE AUGUST 23, 2016 COUNCIL MEETING.

This Public Hearing was opened and continued to the August 23, 2016 Council Meeting.

I. REPORTS OF THE CITY MANAGER

12. 16-625

SUBJECT: General Plan Update Progress Report

Recommendation for Action: Staff recommends that the City Council take the following actions:
1. Receive progress report #8 regarding the General Plan Update Project
2. Accept the Public Draft General Plan Update 2035 documents; and
3. Authorize a budget adjustment and grant the City Manager authority to amend the existing General Plan consultant contract with Dyett Bhatia up to an additional $17,200 to provide funds to complete necessary traffic modeling and analysis.

On a motion by Council Member Denny, seconded by Council Member Hilliard and carried unanimously, Council Members received the General Plan Update Progress Report and authorized budget adjustment and granted City Manager authority to amend the existing General Plan consultant contract with Dyett Bhatia up to an additional $17,200 to provide funds to complete necessary traffic modeling and analysis.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

13. 16-629

SUBJECT: MakerSpace - Community Learning Lab (Library Improvement Project, CIP 15-08; Approve Plans and Specifications and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, approving the plans and specifications and authorizing bid advertisement for the MakerSpace - Community Learning Lab Project (Library Improvement Project, CIP 15-08).

On a motion by Council Member Barajas, seconded by Council Member Denny and carried unanimously, Council Members adopted Resolution No. 6689, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AMD AUTHORIZING BID ADVERTISEMENT FOR THE MAKERSPACE – COMMUNITY LEARING LAB (LIBRARY IMPROVEMENT PROJECT, CIP 15-08).

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

14. 16-620 SUBJECT: Water Rate Study Update

Recommendation for Action: Staff recommends that the City Council authorize the City Manager to award and execute a sole source contract with HDR Engineering, Inc. to prepare an update to the City's Water Rate Study

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6690, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO AWARD AND EXECUTE A CONTRACT WITH HDR ENGINEERING, INC TO PREPARE A 2017 WATER RATE STUDY

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

15. 16-624 SUBJECT: Solar Project - Authorization for City Manager to Execute the First Amendment to the Lease Agreement with Conaway Preservation Group and to Execute Easement Agreements with PG&E

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, which authorizes the City Manager to execute the First Amendment to the 2014 Lease Agreement between the City and Conaway Preservation Group and to execute Easement Agreements with PG&E for the Water Pollution Control Facility solar project.

On a motion by Council Member Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members adopted Resolution No. 6691, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS WITH PG&E AND CONAWAY PRESERVATION GROUP TO FACILITATE THE INTERCONNECTION OF THE WATER POLLUTION CONTROL FACILITY SOLAR ARRAY TO THE PG&E SYSTEM.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member

Hilliard and Mayor Stallard

16. 16-627 SUBJECT: Ballot Argument - Half-Cent Sales Tax Extension (Measure F)

Recommendation for Action: Staff recommends that the City Council:
1) Designate a Council subcommittee to draft ballot argument for Measure F (half-cent sales tax extension); and
2) Authorize all Council Members to sign the ballot argument to be filed with the City Clerk no later than 5:00PM on August 12, 2016; and
3) Authorize one or more Council members to draft and file a rebuttal to any argument opposing Measure F, should one be filed with the City Clerk.

Council Members designated Council Member Barajas and and Mayor Stallard as the Council subcommittee to draft the ballot argument for Measure F (half-cent sales tax extension; authorized all Council Members to sign the ballot argument to be filed with the City Clerk no later than 5:00PM on August 12, 2016 and authorized one or more Council Members to drat and file arebuttal to any argument opposing Measure F, should one be filed with the City Clerk.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

17. 16-610 SUBJECT: Designate Delegate for the Annual League of California Cities Conference

Recommendation for Action: Staff recommends that the City Council designate a voting delegate to represent the City at the Annual Conference of the League of California Cities to be held in Long Beach, October 5 - October 7, 2016.

On a motion by Council Memer Hilliard, seconded by Council Member Barajas and carried unanimously, Council Members designated Mayor Stallard as the voting delegate to represent the City at the Annual Conference of the LEague of California Cities to be held in Long Beach, October 5 - 7, 2016.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

18. 16-628 SUBJECT: Next Steps for Filling Council Vacancy by Appointment

Recommendation for Action: Staff recommends that the City Council:
1) Receive an update on the Council vacancy and
2) Provide direction on “next steps” for filling the vacancy.

Council Members received an update on the Council vacancy. On a motion by Council Member Hilliard, seconded by Council Member Denny and carried on a 3-1 vote, Council Members approved the appointment of Marlin H. "Skip" Davies to the vacancy left by Mayor Pro Tempore Marble.

AYES: 3 - Council Member Denny, Council Member Hilliard and Mayor Stallard
NOES: 1 - Council Member Barajas

19. 16-634 SUBJECT: Selection of Mayor Pro Tempore and Process for Mayor and Mayor Pro Tempore Selection and Rotation

Recommendation for Action: Staff recommends that the City Council:
1) Select a Mayor Pro Tempore from among the City Council members, and
2) Discuss the process for selecting a mayor and mayor pro tempore and rotation of office holders, and
3) If applicable, direct staff to return to Council with amendments to the relevant Municipal Code sections governing this topic.

Council Members discussed process for selecting a mayor and mayor pro tempore and rotation of office holders and gave direction to staff to return to Council with amendments to the relevant Municipal Code sections governing this topic.

On a motion by Council Member Hilliard, seconded by Council Member Denny and carried unanimously, Council Members appointed Council Member Barajas as the Mayor Pro Tempore on a one-year rotation.

AYES: 4 - Council Member Barajas, Council Member Denny, Council Member Hilliard and Mayor Stallard

On a motion by Council Member Denny, seconded by Mayor Pro Tem Barajas and carried on a 3-1 vote, Council Members appointed Council Member Jim Hilliard as Mayor to serve out the remaining limited term.

AYES: 3 - Council Member Barajas, Council Member Denny, Mayor Hilliard
NOES: 1 - Council Member Stallard

J. ADJOURNED AT 7:50PM

Respectfully submitted,

Ana B. Gonzalez, City Clerk

File #: 16-678, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Public Safety Department (Police and Fire) Quarterly Status Report for the period of April 2016 through June 2016

Recommendation for Action: Staff recommends that the City Council receive the Public Safety Department Quarterly Status Report for April 2016 through June 2016.

Staff Contact

Dan Bellini, Public Safety Chief - 661-7834, dan.bellini@cityofwoodland.org

Background

The Public Safety De4partment Quarterly Status Report includes a summary of all activity within the Department (Police and Fire). In lieu of providing comprehensive monthly status reports to the City Council and department heads via e-mail communication, the City Council now receives Status Reports on a quarterly basis via agenda packet.

Prepared by: Bonnie Sylva, Administrative Secretary

Reviewed by: Dan Bellini, Public Safety Chief

Paul Navazio, City Manager

Attachments: 2016 2nd Quarter Public Safety Department Quarterly Report

PUBLIC SAFETY DEPARTMENT

Quarterly Report

DATE: **August 17, 2016**

SUBJECT: QUARTERLY REPORT FOR APRIL-JUNE 2016

POLICE:

POLICE CAMERA TECHNOLOGY

WPD is excited to announce the latest implementation of fixed camera technology called Police Observation Devices (PODS). The first POD (pictured below) will be located at one of the major intersections in the City. The primary goal of this device is to serve as a highly visible crime deterrent. The PODS are clearly marked with a police logo and a flashing blue light to maximize its effect as a crime prevention tool. If a crime occurs, recorded video can be reviewed for potential evidence. PODS can be equipped with license plate reading (LPR) ability. The LPR technology is able to quickly scan license plates and alert officers that a vehicle associated with a missing person or criminal activity is in the area. The cameras have already proven successful in neighboring communities. WPD respects the privacy concerns of the community and will take measures to exclude private residences from being recorded that are not under investigation. We are committed to ensuring public safety and deterring crime; other cities throughout the nation are already utilizing the benefits of this technology. This is another step towards using next generation technology to make Woodland the safest city in Yolo County.

PATROL AND INVESTIGATIONS SIGNIFICANT CASES:

***APRIL**:*

▪ *April 1*: detectives assisted patrol officers with a shooting investigation at a business on West Kentucky Avenue. The owner and his son were at work when an acquaintance arrived with an unknown male. A fight ensued between the son and the acquaintance, and the unknown male struck the son in the head with a firearm. The business owner went outside and was shot in the leg by one of the suspects. The son was shot at, but not hit. Both suspects fled the area in separate vehicles. Later that evening, a CHP officer stopped one of the suspect vehicles at the AM/PM Market on CR-102. The unknown male suspect was inside the vehicle, was taken into custody, and booked on a charge of attempted murder. The acquaintance was not located, and there is a warrant for his arrest on several felony charges.

▪ *April 4*: officers were dispatched to Community Lane for a report of a disturbance. Officers spoke to several subjects. One subject, a 28-year-old, male Woodland resident fled on foot. As he fled, he discarded a bag that contained a large amount of methamphetamine. Officers pursued on foot. The suspect jumped into the back yard of an apartment located on West Cross Street, so officers set up a perimeter and called for assistance. The suspect fled again into the back yard of another apartment located on Cottonwood Street. Officers arrested and booked the suspect for possession of a controlled substance for sale, violation of probation, and obstructing/resisting a police officer.

▪ *April 6*: officers were dispatched to a residence on Pendegast Street for a report of a loud explosion. The homeowner reported a candle caught fire in the back yard near a detached garage. Officers didn't see anything out of the ordinary, but they received consent to check the back yard. They discovered a male with minor burns to his legs. Initially, the male refused medical aid, but he was eventually transported to WMH by AMR. Officers discovered evidence of a honey oil lab including freshly made honey oil. YONET was called to assist with a search warrant. Three people were arrested (including the male with the injuries) for conspiracy, sales, and manufacturing honey oil.

▪ *April 13*: officers were dispatched to the intersection of East Street and Court Street for a major traffic collision with injuries. Dispatch updated the call stating there was only one vehicle involved that had collided with a tree at the east end of Court Street. Fire personnel assisted with removing the solo white female adult from the vehicle. Medical personnel on scene pronounced the female deceased. Officers from the Traffic Division investigated the collision, and the preliminary investigation showed signs of excessive speed and alcohol use.

▪ *April 20*: police and fire personnel responded to the Budget Inn on Main Street for a possible structure fire. Officers found one of the rooms on fire. They evacuated the neighboring rooms and got all the occupants to safety. As fire personnel extinguished the fire, officers started an arson investigation based on information gathered from witnesses. It was determined that a male resident may have intentionally set the room on fire. He fled the scene prior to officers' arrival. A K9 handler and his K9 located the suspect at Freeman Park. The suspect was arrested and booked for one count of arson.

▪ *April 21*: officers responded to the sound of breaking glass at Woodland Carpet Works on Grand Avenue. They found two large windows at the front of the business had been shattered. There was a blood trail leaving the scene, so officers believed one of the suspects was injured. Other evidence at the scene indicated there were two suspects. The business owner arrived and estimated the damage to be over $1,000. Later in the shift, officers were investigating an unrelated theft in the area of West Street and Antelope Street and contacted six juveniles ranging in age from 12-17 years old. One of the females had a large laceration on her leg and was determined to be one of the suspects from the vandalism on Grand Avenue. Evidence and statements showed another female in the group was the second suspect. Two juveniles were cited for felony vandalism and three juveniles were cited for curfew.

▪ *April 27*: officers responded to the AM-PM Market on West Main Street for an armed robbery. The suspect fled before officers arrived. Officers learned that a white, male adult entered the store and walked behind the counter with his hand in his jacket pocket stating he had a gun and demanded money. The cashier refused, and the suspect left the store. The suspect was described as a white male adult, in his 40s, approximately 5’6”, medium build, with short dark hair, no facial hair, and appeared to have either a birthmark or tattoo by his right eye. He was wearing a maroon bandana around his neck, dark jacket, light colored shirt, and green cargo pants. Later in the day, a patrol sergeant observed a transient matching the description of the suspect. The sergeant spoke with the man and received positive identification from one of the witnesses. The suspect was booked for attempted robbery and violation of probation.
▪ *April 29*: officers were dispatched to a disturbance in the area of Elm Street and Clover Street. When they arrived, they stopped several subjects. Officers learned that during an altercation, three subjects tried to forcibly remove the victim’s wallet and cell phone from her pocket. Officers arrested the three suspects. During this same incident, two suspects tried to forcibly remove another suspect from police custody. These suspects were arrested for lynching.

MAY:

▪ *May 2*: officers responded to the area of Sierra Street and Abele Street regarding a fight in progress. The RP advised that some of the subjects involved were possibly armed with weapons. Officers found a victim with a large laceration on the top of his head. Three male juveniles attacked the victim, and one of the juveniles struck the victim in the back and on the top of the head with a portion of a metal scooter. The victim was taken to WMH and treated for a 7” long laceration that required stitches. The case was referred to GTF for further investigation. On *May 4*, all three male juveniles were located, taken to Juvenile Hall, and booked on attempted homicide, participation in criminal street gang activity, conspiracy, and felony child endangerment.
▪ *May 4:* detectives assisted patrol officers with an assault investigation. A 36-year-old, male Woodland resident was standing in a parking lot on West Cross Street with two unidentified males. A short time later, a witness found the victim lying on the ground unconscious and bleeding from the head. The two males who had been seen talking to him were gone. A detective went to UCD Med. Center and collected the victim’s clothing as evidence but was unable to obtain a statement from the unconscious victim. Based on the statements from witnesses and the victim’s prior history as a known gang member, the assault is believed to be gang motivated and was forwarded to GTF.
▪ *May 8*: officers and firefighters were dispatched to a traffic collision with injuries on northbound Pioneer Avenue between Merritt Circle and Farnham Avenue. Officers found a white Acura Integra had collided with multiple trees on the east side of the roadway. The force of the collision caused the vehicle to split in half and the 17-year-old male driver and 17-year-old male passenger were ejected. Both teenagers are Woodland residents and were transported by ambulance to the UC Davis Med. Center for life threatening injuries.   Officers from the traffic division were called out to investigate the collision. Based on the impact and damage to the white Acura Integra, they believe excessive speed was likely the cause of the collision. Northbound and southbound Pioneer Avenue, between Gum Avenue and Farnham Avenue, was blocked to all traffic for several hours. Unfortunately, one of young men passed away from his injuries. While officers were on scene, another vehicle drove around the street closure signs, cones, caution tape, and through the accident scene. The vehicle was stopped, and it was determined that the driver, a 22-year-old, male Woodland resident, had an open container of

alcohol and was driving under the influence of an alcoholic beverage with a blood alcohol content of twice the legal limit. He was arrested and booked.

▪ *May 12*: officers responded to the Courtside Village Apartments on Sonoma Way to a report of a male masturbating near the pool area. The officers found out that a male was in his apartment and masturbating while watching individuals in the pool area. The three victims of the indecent exposure wished to have the suspect arrested. During an interview of the suspect, he admitted to watching pornography and masturbating while looking at the people in the pool. He was arrested and booked for indecent exposure.

▪ *May 16*: a detective responded to Douglass Middle School to take over a child molest investigation that had been reported to a patrol officer. A 14-year-old female student at the school reported her uncle, a 35-year-old Woodland resident and registered sex offender, had been molesting her for the last three months. The detective secured an arrest warrant for the suspect on two charges of child molest and arrested him. The victim was taken into protective custody and released into the care of Child Welfare Services.

▪ *May 17*: officers responded to a report of a domestic disturbance. Officers found a badly beaten female victim who was transported by ambulance to WMH. The suspect, the victim's husband, fled the scene and called dispatch claiming he wanted to kill himself by driving his vehicle into the river. After numerous calls to dispatch and hanging up, the on-duty sergeant was able to contact the suspect via phone. The sergeant negotiated with the suspect for quite some time and convinced the suspect to turn himself in without incident. Based on the victim's injuries and statements obtained by the investigating officer, the suspect was arrested and booked for attempted murder and domestic violence.

▪ *May 18:* detectives, along with High Tech Investigators from the Yolo County DA's office, served a search warrant on a residence in Woodland stemming from a child pornography investigation. The search yielded media storage devices containing a plethora of child pornography, some of which included children as young as an infant being molested. The suspect was cooperative.

▪ *May 19*: detectives assisted West Sacramento PD with a human trafficking and prostitution sting conducted in their city. One male pimp was arrested along with two adult female prostitutes. A third female prostitute was contacted and provided with resources to help her get out of prostitution. A WPD detective, who is the department's human trafficking investigator, will be conducting a similar operation in Woodland in an attempt to locate victims and arrest the pimps who exploit them.

▪ *May 20*: an officer saw a vehicle, with one occupant, speeding in the area of Beamer Street and West Street. The officer activated his emergency lights and siren in an attempt to stop the vehicle, but it sped up to 70 MPH. It moved to the wrong side of the road to pass a car. The vehicle failed to stop for a red traffic light, turned onto Aspen Street, and stopped in front of a residence on Aspen Street. The driver, a 25-year-old, male Woodland resident, got out of the car and ran. The officer pursued the suspect and caught him in the backyard of another residence on Aspen Street. Officers searched the vehicle and found a meth pipe inside. The officers searched the surrounding area but did not find any other evidence, so they left the scene. The next morning, a resident called police because he found a short-barreled shotgun in the grass near the area where the pursuit had ended. The suspect was arrested and booked without bail for being a felon in possession of a firearm, possession of a prohibited weapon, being a felon in possession of ammunition, recklessly evading an officer, possession of drug paraphernalia, violation of the terms of his post release community supervision, and resisting, obstructing, or delaying an officer.

▪ *May 21*: officers were dispatched to the parking lot of the City Library for a report of a male attacking a female. Officers did not locate anyone. Later in the day, officers located the victim on Oak Avenue. The victim told officers she was walking through the parking lot of the library when she was approached by the suspect. She stated that the suspect, a 38-year-old, male Woodland resident, was an acquaintance. The victim said the suspect struck her on the arm with a metal pipe and forcefully removed her purse and ran away with it. She had a red mark on her arm but declined medical aid. Later in the day, an officer saw the suspect in the area of Beamer Street and First Street and detained him. The victim positively identified the suspect as the man who robbed her. Officers recovered some of the victim's stolen property. The suspect was arrested and booked for robbery and probation violation.

▪ *May 23*: officers responded to a reported stabbing on Lincoln Avenue. The suspect reportedly stabbed his adult sister's adult boyfriend with a knife. The suspect fled but was located and detained by officers. The victim was stabbed multiple times in his upper torso, but the injuries were not considered life threatening. The victim was transported by ambulance to the UCD Med. Center in Sacramento for treatment. The suspect was arrested and booked for attempted murder and probation violation.

▪ *May 28*: an officer was patrolling with his K-9 partner, Peydro, in the area of Cleveland Street and North Street. The officer saw a 35-year-old, male Woodland transient that he knew was wanted for violation of parole. The suspect ran from the officer, so the officer and Peydro pursued him. While the officer and Peydro were running in the roadway at Walnut Street and North Street, Peydro was struck by a car. Peydro was severely injured, and the officer remained with Peydro. Peydro was transported by ground ambulance to the UCD veterinary hospital. Woodland officers quickly set up a perimeter in the area where the suspect was last seen. K-9 officers from Davis PD and West Sacramento PD, patrol officers from Davis PD, Yolo County Sheriff's deputies, and a California Highway Patrol helicopter all arrived to assist in the search for the suspect. A friend of the suspect drove him to WPD where he turned himself in. He was arrested and booked without bail for violation of parole and resisting/obstructing/delaying an officer.

▪ *In May*: a 65-year-old male, Woodland resident pleaded guilty to numerous charges of child molest and received a 30-to-life prison sentence. A detective arrested the suspect in January 2016 for molesting his two granddaughters, beginning at age 5, over a span of many years.

JUNE:

▪ *June 8*: officers responded to a house on Cross Street to a call from a female who was followed to her residence by an unknown male. The male approached the residence and looked into the windows. Officers tried to contact the male at City Park. He fled and climbed onto a roof of a residence on Cross Street. Officers apprehended the suspect. He was booked for peeking while loitering, and for resisting, delaying, or obstructing an officer.

▪ *June 12*: officers were dispatched to the parking lot of the Yolo County Fairgrounds for a report of a male shooting a gun into the air from a vehicle. Officers set up a perimeter. Shortly thereafter, the suspect vehicle was seen exiting the fairgrounds and driving on East Gum Avenue. Officers followed the vehicle and conducted a high-risk, felony car stop. The occupants of the vehicle were detained and the vehicle was searched. Officers located several expended shell casings inside the vehicle and a set of brass knuckles. Officers searched the area and located a loaded handgun approximately 10 feet from where the vehicle had stopped. The passenger admitted he had discarded the handgun as the vehicle was being pulled over. The driver of the vehicle was identified as a female, 23-year-old Oakland resident. The passenger of the vehicle was identified as a male, 28-year-old Oakland resident. The female was booked for conspiracy, driver allowing a gun in a vehicle, and driver allowing a gun in a vehicle to be discharged. The male suspect was booked for possession of brass knuckles, conspiracy, possession of a loaded firearm in public, passenger in a vehicle carrying a concealed firearm, reckless discharge of a firearm, and possession of a firearm with an obliterated serial number.

▪ *June 17*: officers responded to North East Street and saw a vehicle matching the description given for a possibly drug intoxicated driver. The driver was acting erratically and officers called to the driver to get his attention. As officers approached, they could see that the driver was sweating profusely, had rapid speech, and seemed very nervous. The suspect gave permission to search his vehicle. Officers located methamphetamine, drug smoking paraphernalia and bottles of prescription methadone in the vehicle. The suspect was arrested for illegal possession of the drugs and paraphernalia.

▪ *June 24*, 2016: officers were dispatched to Farrell Street for a robbery that had just occurred. The officers contacted the victim, a 34-year-old, male Woodland resident. The victim told officers he walked up to his parked car on Farrell Street and was unlocking it when a man approached him from behind. When the victim turned around, the suspect aimed a handgun at him and demanded his wallet and necklace. The victim complied, and the suspect fled. The victim was not injured. The victim described the suspect as a black or Hispanic male adult, 20 to 25 years old, 6’ tall, weighing 180 pounds, with dark eyes and no facial hair. The suspect was wearing a red hooded pullover sweatshirt and dark pants. The suspect's firearm was a black semi-automatic handgun.

▪ *June 26*: officers were dispatched to Lemen Avenue for a stabbing. Officers located a 14-year-old Woodland resident who had multiple stab wounds. Witnesses said several individuals arrived in a vehicle and an altercation ensued which resulted in the victim being stabbed. The victim was transported by helicopter to the UCD Med. Center for treatment. The gang task force responded to the scene, took over the investigation, and subsequently arrested several juveniles for the assault.

▪ *June 28*: officers were dispatched to Imperial Street for report of a vehicle theft. The victim told an officer he saw two female juveniles drive away in his work truck. Shortly thereafter, the victim’s friend saw the stolen vehicle in the area of Freeman Street and Emerald Drive. The two suspects abandoned the vehicle and were seen running. Officers arrived, secured the vehicle, and set up a perimeter. After several minutes of searching, officers located one of the suspects who was taken into custody. As this was occurring, the second suspect (passenger) tried to walk past an officer who was still on the perimeter street. The officer detained the suspect and discovered she had an active warrant for vehicle theft. The driver and the passenger were positively identified as the suspects by two separate witnesses. The driver was booked into Juvenile Hall for vehicle theft and conspiracy, and the passenger was booked for vehicle theft, conspiracy, and the active warrant.

▪ A man contacted the owner of a Woodland auto repair shop to work on his vehicle. The man represented himself as a Home Depot employee in Woodland. The suspect arranged to have the victim deliver his vehicle to the Home Depot parking lot in Woodland when the repairs were done. The suspect drove away in the vehicle without paying for over $2,500 in repairs. It was learned that the suspect was not a Home Depot employee. A detective conducted a thorough investigation and, despite the suspect vehicle having changed ownership several times without a paper trail, he was able to identify the suspect (who is not from Woodland). The suspect's whereabouts are unknown, so the detective submitted his investigation to the District Attorney to request an arrest warrant for the suspect on a felony charge of grand theft by false pretenses.

▪ A patrol officer took a report of an unknown suspect stealing the identity of more than ten individuals after cutting the lock off a Travis Credit Union courier box attached to the bank and obtaining their personal documents. The Investigations Division CSO created a TRAK flyer with a surveillance photo of the suspect and disseminated it to CA law enforcement agencies. A Napa PD detective contacted a WPD detective and advised that he recognized the suspect as a Napa resident. Our detective worked with the NPD detective to identify the suspect. The suspect's whereabouts are unknown, but our detective secured a warrant for the suspect on a felony charge of identity theft involving ten or more victims.

▪ A detective completed a yearlong investigation into multiple cases of a female juvenile who had been molested by several of her mother's boyfriends. The case is complex because the victim and her mother did not know the true names of some of the suspects, and the crimes crossed into other jurisdictions. The location of the two suspects in the Woodland cases is unknown, but the detective sent both investigations to the DA and requested arrest warrants for child molest crimes.

▪ *June 29*: officers were dispatched to Community Lane for report of shots fired. Officers found a lone male occupant in the driver seat of a vehicle with a gunshot wound. Officers learned from witnesses that the victim tried to drive away from the scene after being shot but crashed his vehicle into a parked vehicle. Medical personnel arrived and pronounced the victim deceased. The victim was a 31-year-old Woodland resident. Preliminary information indicated the shooting was gang related. The gang task force responded and took over the investigation. A detective responded to assist with processing the crime scene, and the traffic division responded to assist with the collision and overall scene documentation.

A total of 305 transients were arrested for violations ranging from violation of the City's no camping ordinance, drunk in public, narcotic violations, recyclable thefts, and warrants.

POP Projects:
There were two new POP Projects opened this quarter, and there are still eight open.

Special Enforcement Team (S.E.T.):
S.E.T. had the following activity for the second quarter of 2016:

Activity	**Apr.**	**May**	**June**	**Qtr. Total**
# PRCS subjects contacted	13	2	10	25
# Probationers not on PRCS contacted	15	10	16	41
# Parolees not on PRCS contacted	1	1	2	4
# Home searches conducted	10	7	6	23
# Vehicle searches conducted	5	1	4	10
# Felony arrests	19	6	18	43
# Misdemeanor arrests	1	1	0	2

School Resource Officers (SRO):
The SROs had the following activity for the second quarter of 2016:

Activity	Apr.	May	June	Qtr. Total
Consensual contacts	312	610	328	1250
Fighting	11	8	8	27
Alcohol violations	1	1	0	2
Gang activity	2	0	0	2
Narcotics	1	11	0	12
Truancy	1	8	0	9
Tobacco use	0	0	0	0
Vandalism	1	1	0	2
Theft	1	0	0	1
Weapons	0	0	0	0
Misdemeanor crimes	1	5	0	6
Felony crimes	2	4	0	6
Administrative/Home visits	40	146	58	244
Arrests	2	6	1	9
Citations issued	2	9	8	19

Statistical Report:

CRIME

				Calendar Year 2016	
Category	**Apr.**	**May**	**June**	**Reported to DOJ (year to date)**	**Percent change**
Homicide	0	0	1	1	0%
Rape	0	0	0	6	-33%
Robbery	5	4	7	33	27%
Aggravated Assaults	17	20	9	83	-10%
Simple Assaults	49	41	39	271	8%
Burglary	15	18	15	130	-3%
Larceny/Thefts	72	67	73	502	-19%
Auto Theft	24	20	25	140	19%
Arson	1	3	1	9	-6%
TOTAL	**183**	**173**	**170**	**1175**	

WORKLOAD

Calls for Service	Apr.	May	June	TOTAL
Priority 1	116	120	104	**340**
Priority 2	1911	2034	2048	**5993**
Priority 3	117	110	151	**378**
All other calls for service	3620	3814	3896	**11330**
TOTAL	**5764**	**6078**	**6199**	**18041**
Response Times				
Priority 1	7:46	7:13	8:29	
Priority 2	12:37	12:11	12:25	
Priority 3	27:42	27:34	32:15	

Reports				
Online Reports/Coplogics	18	25	20	**63**
Mail-in Reports (MLRs)	80	74	81	**235**
Other case numbers issued	480	484	547	**1511**
TOTAL	**578**	**583**	**648**	**1809**
Graffiti	**11**	**25**	**27**	**63**
290 Registrant Activity	**Apr.**	**May**	**June**	
Total registrants	126	132	132	
Other Information				
Total transient registrants	10	10	10	
290 PC violation warrants issued	0	0	0	
Not compliant with annual update	1	0	0	

Personnel		
Apr.-June	Budgeted	Filled
Sworn	64	63
Non-sworn (FTE)	15	15
Non-sworn (PT/Temp.)	4	3
Total	**83**	**81**

Volunteers in Policing (ViPs):

The Department's growing ViP program added four new volunteers this past quarter; there are currently 43 ViPs and 8 chaplains. Total hours worked for the quarter:

ViP Hours	**Apr.**	**May**	**June**	**Total**
Chaplains	22	61	18.5	101.5
Volunteers	299.25	362.5	451.5	1113.25

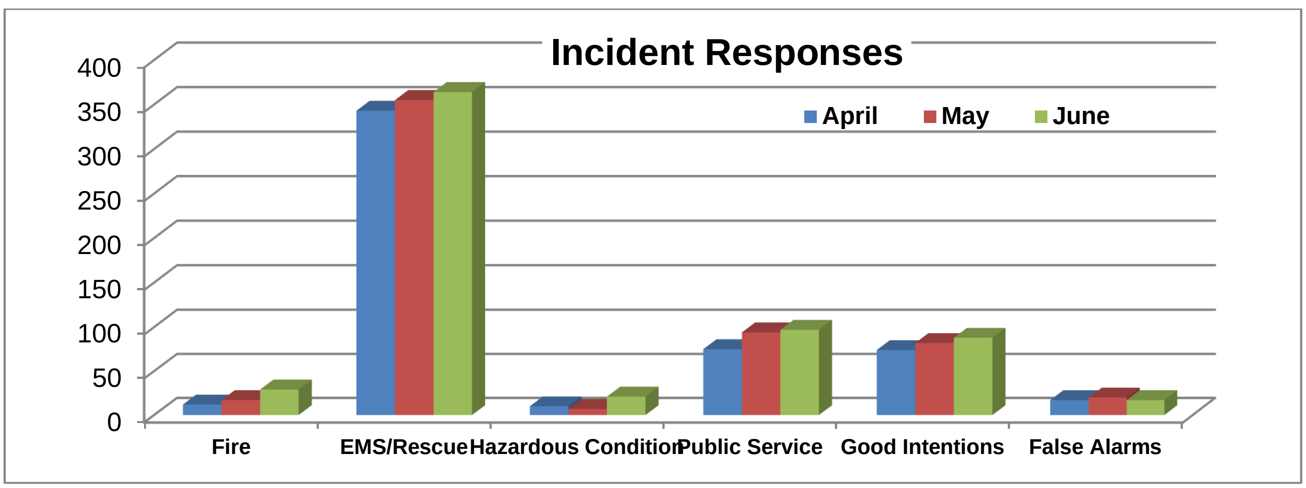
The chaplains' activities included call-outs to a fatal vehicle accident, suicide of an elderly male, at-home deaths and support of family members; attended swearing-in ceremonies for new police officer and new firefighters; participated in the Fallen Officers Memorial Walk; provided annual Officer Appreciation breakfast and lunch to police personnel; and provided assistance and grief support to WPD employee who lost her mother.

The volunteers' activities included participation in various data entries for Records Division; help with extra patrol; washing patrol cars; school patrol; PredPol; vehicle abatement; vacation home checks; assisting Investigation Division with project; ViP handbook update; participated in Job Fair event; and provided escort assistance to vendors working in the building.

FIRE:

The Quarterly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

	April	May	June
Total Incident Responses			
Fire	12	17	29
EMS/Rescue	343	355	364
Hazardous Condition	10	7	21
Public Service	75	94	97
Good Intentions	74	82	88
False Alarms	17	20	17
TOTAL	**531**	**575**	**616**
Mutual/Auto-Aid	18	11	39
Fire Prevention			
Engine Company Inspections	33	111	43
Inspections	128	120	182
Plan Reviews	9	9	11
TOTAL	**170**	**240**	**236**
Code Enforcement Hours	0	2	9
Fire Investigation Hours	5	1	0
Public Education Events			
Fire Prevention	1	4	5
Engine Company	3	0	1
TOTAL	**4**	**4**	**6**



Quarterly Response Times:

Based on the City's general plan, the Woodland Fire Department has adopted the national response time standards set forth in NFPA 1710. These times are calculated using enroute time (the time the company leaves the station) and arrival time (the time the company arrives on scene). Below is a breakdown of response time goals and average response times (in minutes) by type of call:

Quarterly Response Times	April-June 2016		
	Response Goal	**Actual**	**Avg. Response Time**
Fire	4 minutes 90% of the time	60% of the time	3:47
Full First Alarm Assignment *(3 Engines, 1 Truck, 1BC)*	8 minutes 90% of the time	50% of the time	N/A
Emergency Medical	4 minutes 90% of the time	79% of the time	3:15

Automatic or Mutual Aid:
Automatic aid is provided to another agency through formal agreement and occurs automatically on significant events without any special request. Mutual aid occurs when fire departments provide help to one another upon special request when a significant event(s) (large incident or multiple small incidents) take place. Every fire agency in Yolo County is a signatory to this agreement.

	April	May	June
Aid Received	11	3	15
Aid Given	7	8	24
TOTAL	**18**	**11**	**39**

Significant Calls:

Extrication Required in Fatal Vehicle Accident
June 4: WFD responded to a single vehicle accident that occurred near the area of I-5 and CR-22. A vehicle carrying two passengers left the roadway just north of the CR-22 on ramp to I-5 and came to rest on the levee below, which required responding emergency crews to gain access from CR-22 along the levee road. Crews found a heavily damaged vehicle on its side with one patient trapped and requiring extrication. Bystanders removed the other patient, a young child approximately 3 years old, from the vehicle prior to arrival of emergency crews. Crews extricated the unconscious female patient from the vehicle and immediately began CPR. Following all lifesaving attempts, the approximately 50-year-old patient was declared deceased at the scene. The child was transported code 3 via Sacramento Medic 30 to UCD Med. Center. Status and extent of injuries of the child are unknown. Due to the location and complexity of this incident, units from the Woodland Fire Department and Sacramento City Fire Department, responded.

Fire Threatening Neighboring Homes Contained
June 4: crews responded to a reported fence on fire on Springdale Drive. Initially, one engine was assigned to this incident. The reporting party (the resident) had attempted to extinguish the fire with a garden hose with no success. The resident called 911 again and advised that the fire had extended to the exterior siding of his home and the home adjacent to his. Dispatch then upgraded the alarm to a full structure response to include two additional engines, a ladder truck, and a battalion chief. The fires were quickly extinguished, followed by salvage and overhaul of

both homes. No significant damage occurred to the interior of either home other than some minor fire damage in the garage and a small amount of fire extension into the attic. The fire was determined to be accidental and originated in a garbage toter next to the home, which then extended to the fence and to the exterior siding of both homes. A combined estimated property and content loss for both homes was $130,000.

Fire Contained to Backyard
June 18: crews responded to a reported fence on fire on West Hays Street. On scene, E-2 found 30 feet of fence on fire with possible extension into the residence. The alarm was upgraded to a full structure response bringing two additional engines, a ladder truck, and a battalion chief. Crews on scene found the fence on fire with a small amount of fire extension into the back patio of the home. Crews quickly extinguished the fire followed by overhaul of the backyard and patio area. No major damage occurred on the interior of the structure.

Commercial Structure Fire
May 1: crews responded to a reported commercial structure fire at County Fair Mall. Engine 2 was the first to arrive and reported a dumpster fire at the rear of the Burlington Coat Factory with possible extension into the structure. Additional units arrived and assisted with fire operations, which included fire extinguishment, checking for further fire extension, and smoke and water removal. Fire did extend past the loading dock roll-up doors but was kept in check by the building's fire sprinkler system. One sprinkler head was activated because of the fire. Smoke and water were contained to the receiving area of the business with no extension into the retail section of the store. At the time of the fire, the business was closed with no employees present. The fire was determined to have originated in the dumpster that was next to the building and extended into the building. Fire was suspicious in nature and under investigation. Estimated dollar loss to the building was $25,000.

Multi-Casualty Vehicle Accident
May 20: crews responded to a vehicle accident on CR-102 at Heritage Parkway. E-2, E-3, T-3, and B-1 responded to the incident. They found a passenger vehicle that was involved in a head-on collision with a truck. The vehicle contained four patients and was determined to be a Multi-Casualty Incident. The driver of the vehicle was trapped behind the wheel and had to be extricated from the vehicle. The three children in the back were treated for injuries by E-3 and AMR while E-2 secured a landing zone for the Air Ambulance. The driver of the truck was uninjured. Four ground ambulances, one AMR supervisor, and one Air ambulance assisted with this incident. The Air ambulance was cancelled by AMR and all patients were transported to UCD Med. Center via ground ambulance.

Patient Resuscitated
May 15: E-2 A shift responded to a report of an unresponsive patient. Their assessment determined that the patient was not breathing and did not have a pulse. E-2's crew immediately began doing CPR. AMR arrived and they began advanced life support treatment. After a few rounds of CPR, a pulse and sustainable blood pressure were acquired, and the patient was transported to a hospital in Sacramento with the assistance of the E-2 crew.

Motel Fire Contained to Single Unit

April 20: crews responded to a reported structure fire at 1021 Main Street (Budget Inn). On scene, E1 found one unit of the motel involved in fire. E-2, E-3, T-3, and Battalion 1 arrived shortly after E-1 and crews extinguished the fire. No fire spread was found to the attic area or adjoining rooms. Crews completed overhaul of the fire room.

Second Alarm Fire Brings Resources from Throughout the County

April 20: crews responded to their second reported structure fire of the day on East Street. On scene, E-2 found heavy smoke and fire to the rear of the two-story wood frame residential structure. The crews attempted to extinguish the fast moving fire. A primary search was completed, and it was determined that no occupants were inside the residence. Fire crews were pulled from the structure and defensive attack mode was initiated as fire spread throughout the attic. The fire appeared to have started in the area of the basement and quickly spread through the walls to the attic area. A second alarm was set with crews from Davis, UCD, Willow Oak, and West Sacramento responding to assist with this incident. The structure's roof collapsed shortly after crews evacuated the structure. The fire was extinguished from the exterior using an aerial master stream and 2½ attack lines. Overhaul was completed on the interior of the structure. The residence was unoccupied at the time of this incident. The home was heavily damaged from this fire with the collapse of the roof and heavy fire and smoke damage throughout the structure. Dollar loss was estimated at $400,000 and content loss of approximately $25,000.

File #: 16-658, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016
SUBJECT: Treasurer's Investment Report Quarter Ending June 30, 2016

Recommendation for Action: Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2016.

Staff Contact

Adam Devlin, Senior Accountant, (530)661-5835, adam.devlin@cityofwoodland.org

Fiscal Impact

There is no impact on the City funds in association with the information contained herein. This report is for informational purposes only.

Background

The City manages its investment portfolio in accordance with the guidelines established by the Council via the adopted investment policy. The City primarily invests in the Local Agency Investment Fund (LAIF) and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., Custody Treasury Division, located in Minneapolis, MN and administered by its Sacramento office. U.S. Bank N.A. provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

In determining placements of investments, safety is the number one priority which is followed by liquidity and finally yield on investments.

Each quarter staff is required to provide the City Council with a report form the City Treasurer on the status of investments. The purpose of this report is to provide the Council with information regarding liquidity, monthly cash flow and expected cash disbursements.

Discussion

Over the past year staff has been working with the investment firm of Cantor Fitzgerald L.P. to develop an investment strategy with the objective to increase yield and generate additional investment earnings while, at the same time, ensure that the portfolio's primary goal of providing safety and liquidity is preserved. This work effort has included an analysis of the City's historical cash flow and liquidity requirements. This analysis reviewed the last three years of monthly cash inflow and outflows to determine an appropriate level of cash to retain in the easily accessible LAIF accounts, and the amount of cash available for investment in various forms approved in the Investment Policy. Beginning in April 2015, staff began purchasing investments in accordance with the investment plan. The implementation of this strategy is reflected in the current and attached quarterly reports.

As of June 30, 2016 the City treasury consisted of investments with a total book value of $94,459,010. The largest portion of the City's portfolio continues to be invested in pooled investment funds (LAIF), but with the diversification efforts undertaken during the last year, the portfolio now includes federal agencies and corporate securities that help to increase portfolio returns while maintaining compliance with the City's adopted Investment Policy.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill which for the quarter ending June 2016 was 0.26%. The yield on the Local Agency Investment Fund (LAIF) balances for the quarter ending June 2016 was 0.58%, the average yield on the City of Woodland's investments as of June 30, 2016 was 1.89%; the overall portfolio yield, combining all investments and LAIF was 0.94%. The City has therefore met its goal of obtaining a rate of return greater than the established U.S. Treasury benchmark.

The City's investment plan goal is to maintain 40% of our investment portfolio in highly liquid or readily available funds (such as LAIF). Additionally, the plan goal is to distribute investments across both short and longer term timeframes to achieve an overall effective duration of investments of eighteen months. Finally, the goal of the investment plan is to achieve an investment return of 0.79% based on the parameter of allowable investments. For the quarter ended June 30, 2016, 53.41% of the City's investments are in LAIF, overall duration of investments is eleven months, and the rate of return was 0.94%. The City will continue to implement the investment strategy, which will reduce the large portfolio balance currently in LAIF, and will also result in longer duration of the portfolio. To date, the City has been exceeding the overall investment yield goal. The attached Investment Plan Executive Summary shows a graphical representation of the City's investment plan goals versus actual investments.

The investment analysis will refer to "Market Value" of investments; this is a constantly changing amount that is based on the current value of the investment, whereas "Book Value" is what we paid for the security. If there is a difference between the two, there will either be a calculated gain or loss. It should be noted that the City intends to hold securities until maturity and that calculated gains or losses within a quarter are not necessarily an issue.

The attached report also provides a summary of the City's current investments and includes the investment interest rates as they have matured and current rates for new investments. All activities comply with the existing Investment Policy approved by City Council. Additionally, a report entitled "Cash with Fiscal Agent" is included which lists the most recent information available regarding investments for the assessment districts/bond reserve fund dollars. The source of this information is monthly reports from the various district/bond Trustees.

Conclusion

Staff recommends that City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2016.

Prepared by: Adam Devlin
Senior Accountant

Reviewed by: Kimberly McKinney
Finance Officer/Treasurer

City Manager, Paul Navazio

Attachments

Investment Plan Executive Summary: Woodland-20160712 (06/30/16 Data)

CASH: 53.41% | Tsy:0.00% | AgyBlt:5.30% | AgyStep:12.68% | AgyClbl:12.73% | Corp:15.89%

Par Amount ($000): $94,121.29 | Mkt Vlu ($000): $94,780.01 | Gain/Loss ($000) Using Amort Cost: $226.06

Years To Maturity: 1.56 | Modified Duration: 1.51 | Effective Duration: 0.91 | Effective Convexity: (0.74)

Primary Liquidity 33.52%

Port: $50,621.29M 53.41%
Plan: $37,912.00M 40.00%
Var: $12,709.29M
Var(%): 13.41%

Secondary Liquidity 1.06%

Port: $1,003.48M 1.06%
Plan: $0.00M 0.00%
Var: $1,003.48M
Var(%): 1.06%

Total Liquidity 36.17%

Port: $51,624.77M 54.47%
Plan: $37,912.00M 40.00%
Var: $13,712.77M 14.47%
Investable: $12,709.29M 13.41%

Effective Duration (39.12%)

Port: 0.913
Plan: 1.50
Var: (0.587)
Var(%): (39.12%)

Composite Credit Rating 10.66%

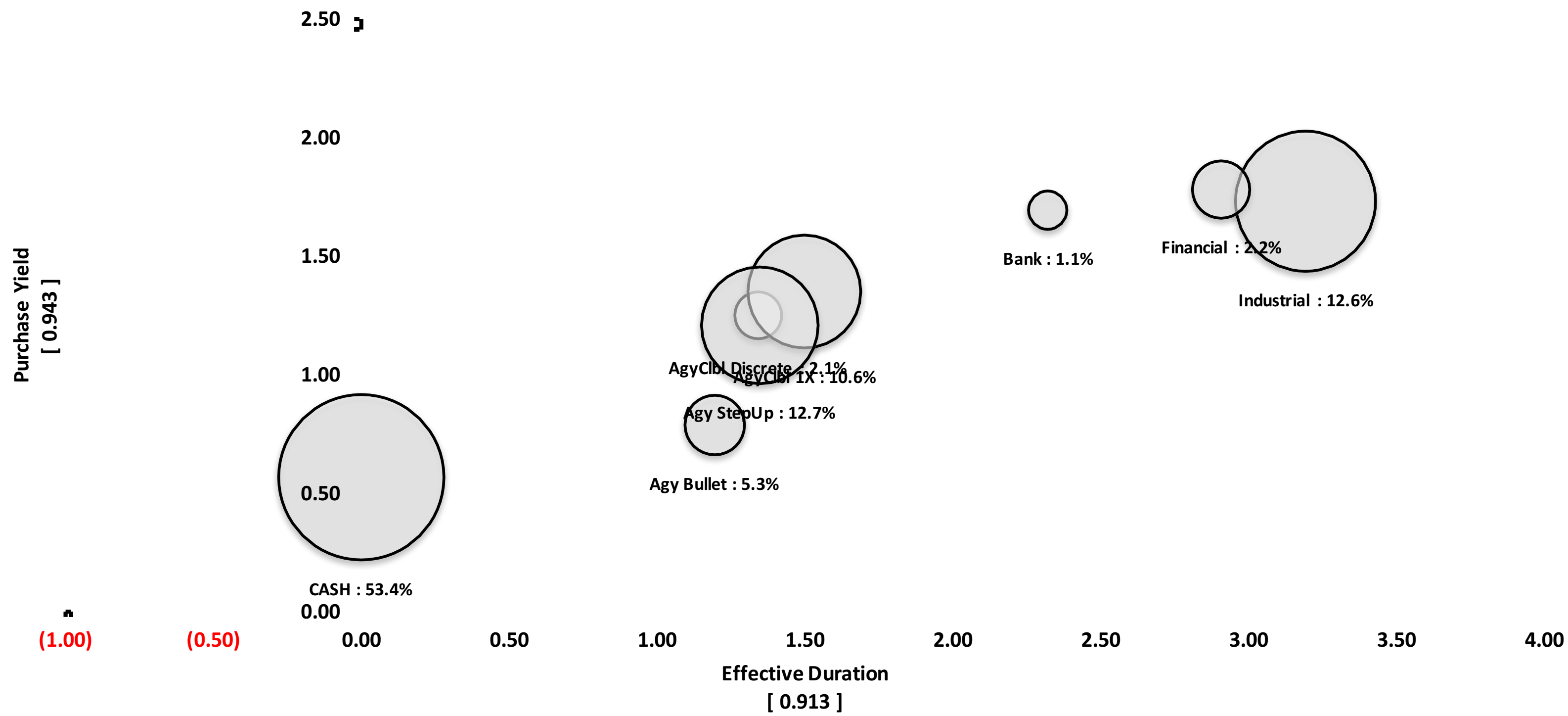
Port: AA1
Plan: AA3
Var: 1.9 Notches
Var(%): 10.66%

Market Rate of Return 20.15%

Port: 0.943
Plan: 0.785
Var: 0.158
Var(%): 20.15%

The analysis is provided for informational purposes and the accuracy is not guaranteed. Market prices are indications only and subject to change. Market values include accrued interest.

Woodland-20160712 (Using 06/30/16 Portfolio Data)
Effective Duration versus Purchase Yield Where Bubble Size is MktWgtd Purchase Yield [0.943]
Par Amount ($000): 94,121.29 | Effective Duration: 0.91 | OAS: 19.22



Portfolio: ***Woodland-20160712*** *Bubble Description:* ***Sector & MktWgt***

Sector	Effective Duration [0.913]	Purchase Yield [0.943]	MktWgtd Purchase Yield [0.943]	% of Total Market Value 100.00%	Par Amount ($000) [94,121.29]	Gain/Loss ($000) Using Amort Cost [226.062]	Yield To Convention [0.825]
CASH	0.000	0.567	0.303	53.409%	50,621.29	0.00	0.57
CD				0.00%			
US Treasury				0.00%			
Agy Bullet	1.195	0.787	0.042	5.296%	5,000.00	4.771	0.71
AgyClbl Anytime				0.00%			
AgyClbl Discrete	1.342	1.250	0.026	2.114%	2,000.00	0.84	1.14
AgyClbl 1X	1.498	1.350	0.143	10.618%	10,000.00	28.64	0.82
Agy StepUp	1.348	1.208	0.153	12.677%	12,000.00	(10.336)	1.28
Muni				0.00%			
Industrial	3.193	1.731	0.219	12.639%	11,500.00	178.214	1.29
Financial	2.907	1.780	0.039	2.175%	2,000.00	17.919	1.49
Bank	2.321	1.693	0.018	1.072%	1,000.00	6.014	1.61
SNAT				0.00%			
Yankee				0.00%			

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Called-Matured Forecast Heat Matrix

Portfolio: ***Woodland-20160712***

Forecasted Calls Par Amounts ($000)

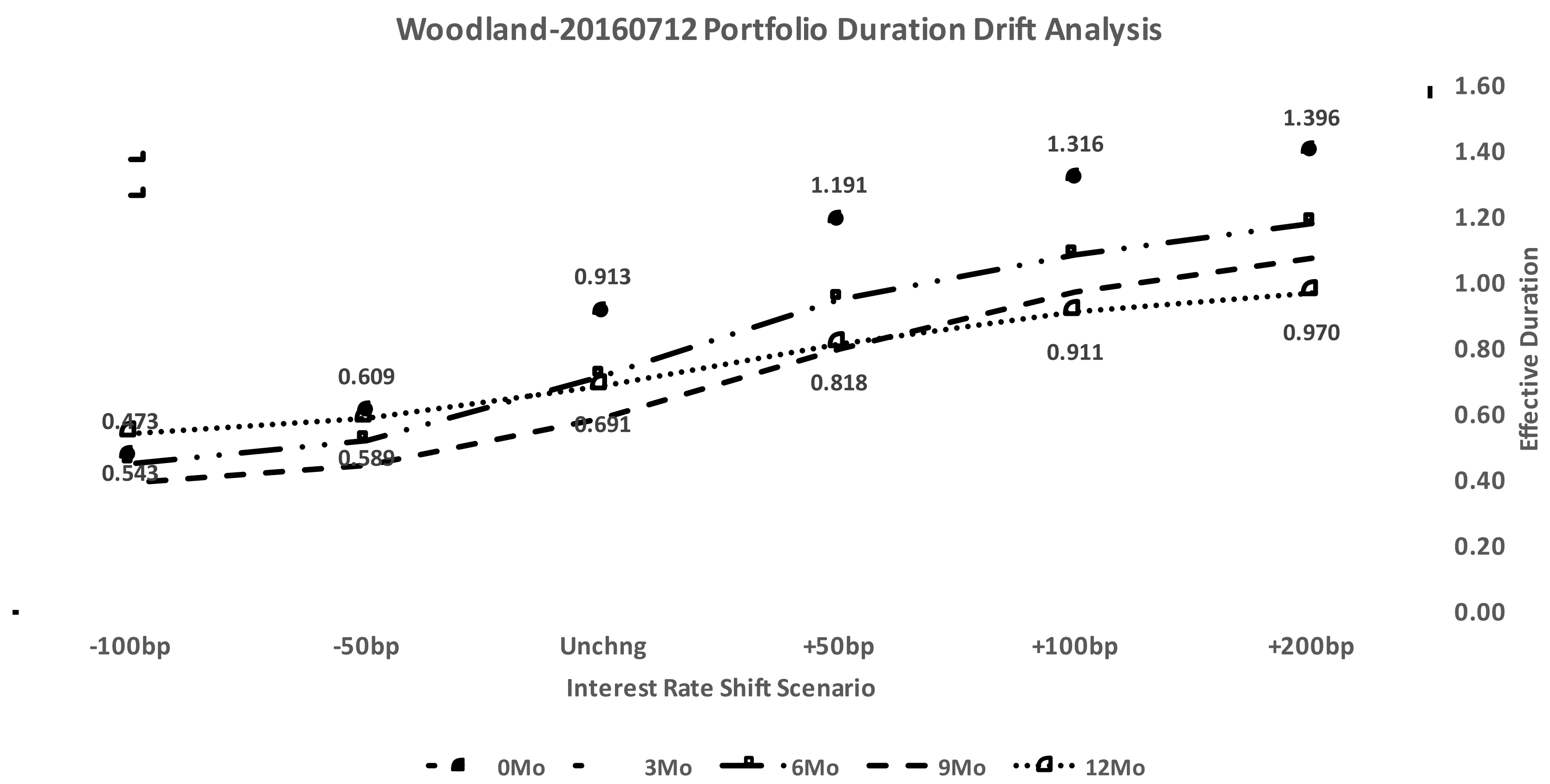
	3Mo	6Mo	9Mo	12Mo
+200bp	0.00	0.00	0.00	0.00
+100bp	0.00	0.00	0.00	0.00
+50bp	0.00	0.00	0.00	6,000.00
Unchng	8,000.00	12,000.00	18,000.00	24,000.00
-50bp	16,000.00	18,000.00	18,000.00	24,000.00
-100bp	16,000.00	18,000.00	18,000.00	24,000.00

Forecasted Maturities Par Amounts ($000)

	3Mo	6Mo	9Mo	12Mo
+200bp	0.00	0.00	0.00	1,000.00
+100bp	0.00	0.00	0.00	1,000.00
+50bp	0.00	0.00	0.00	1,000.00
Unchng	0.00	0.00	0.00	1,000.00
-50bp	0.00	0.00	0.00	1,000.00
-100bp	0.00	0.00	0.00	1,000.00

Forecasted Calls+Maturities Par Amounts ($000)

	3Mo	6Mo	9Mo	12Mo
+200bp	0.00	0.00	0.00	1,000.00
+100bp	0.00	0.00	0.00	1,000.00
+50bp	0.00	0.00	0.00	7,000.00
Unchng	8,000.00	12,000.00	18,000.00	25,000.00
-50bp	16,000.00	18,000.00	18,000.00	25,000.00
-100bp	16,000.00	18,000.00	18,000.00	25,000.00



Portfolio: ***Woodland-20160712***

Portfolio Duration Drift Analysis					
	0Mo	**3Mo**	**6Mo**	**9Mo**	**12Mo**
+200bp	1.40	1.29	1.18	1.08	0.97
+100bp	1.32	1.20	1.09	0.98	0.91
+50bp	1.19	1.08	0.95	0.80	0.82
Unchng	0.91	0.85	0.72	0.59	0.69
-50bp	0.61	0.61	0.52	0.45	0.59
-100bp	0.47	0.51	0.45	0.39	0.54

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Issuer Matrix for Woodland-20160712 (Using 06/30/16 Data)

Woodland-20160712 ***Portfolio/Subset:*** ***All*** ***Show Cash:*** ***No***

Ticker	*Par Amount ($000)*	*% Portfolio*	*Effective Duration*	*Bloomberg 5Yr Prob Default %*	*Analyst % Buy Hold*	*Purchase Yield*
AAPL	**1,000.00**	**1.07**	**2.26**	**0.94**	**96.08**	**1.24**
ABT	500.00	0.58	3.60	1.04	100.00	2.09
ADP	**500.00**	**0.55**	**3.95**	**0.62**	**90.91**	**1.94**
CASH	50,621.29	53.41	0.00	0.00	0.00	0.57
COST	**500.00**	**0.54**	**3.33**	**0.61**	**100.00**	**1.72**
CSCO	1,500.00	1.69	3.18	0.93	97.37	1.87
CVX	**500.00**	**0.53**	**1.88**	**1.17**	**100.00**	**1.45**
DIS	500.00	0.54	2.80	0.90	94.44	1.58
FHLB	**5,000.00**	**5.28**	**1.44**	**0.00**	**0.00**	**1.18**
FHLMC	15,000.00	15.89	1.24	0.00	0.00	1.16
FNMA	**9,000.00**	**9.54**	**1.56**	**0.00**	**0.00**	**1.23**
GE	500.00	0.54	3.29	1.66	95.24	1.60
HNDA	**500.00**	**0.54**	**2.18**	**0.00**	**0.00**	**1.40**
HSBC	500.00	0.53	1.48	0.00	0.00	1.38
IBM	**500.00**	**0.53**	**3.72**	**1.33**	**81.48**	**2.07**
INTC	500.00	0.55	3.83	0.87	92.68	2.07
JPM	**1,000.00**	**1.08**	**2.79**	**2.21**	**97.30**	**1.82**
KO	1,000.00	1.08	3.19	0.60	92.31	1.51
ORCL	**1,000.00**	**1.09**	**2.76**	**0.89**	**92.68**	**1.52**
PEP	500.00	0.54	2.38	0.63	100.00	1.30
QCOM	**500.00**	**0.54**	**3.69**	**1.00**	**96.88**	**2.39**
RL	500.00	0.55	3.84	1.40	100.00	2.50
SPG	**500.00**	**0.55**	**3.84**	**1.84**	**100.00**	**2.08**
USB	500.00	0.54	3.15	1.81	97.14	2.00
WMT	**1,000.00**	**1.15**	**3.75**	**0.82**	**90.32**	**1.69**
XOM	500.00	0.54	3.49	0.91	78.57	1.50

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Woodland-20160712 Holdings X-Ray Analysis (Using 06/30/16 Portfolio Data)

Portfolio:	*Woodland-20160712*
Minimum YrsToMat:	
Maximum YrsToMat:	
Ticker Filter:	
Structure Filter:	*All*
Composite Rating Filter:	
Minimum Effective Duration:	
Maximum Effective Duration:	
Forecasted Matured/Called Bonds:	*No Forecast Filter*

	Portfolio [48]
Mkt Vlu ($000)	94,780.007
Par Amount ($000)	94,121.290
Effective Duration	0.913
Composite Rating Num	AA1
Gain/Loss ($000) Using Amort Cost	226.062
Purchase Yield	0.943
Yield To Convention	0.825
Effective Convexity	(0.738)

Bond #	Bond Description	Purchase Price [100.381]	Purchase Date	Bid Price [100.564]	Yield To Convention	Issuer Info	What To Watch	Effective Duration	Purchase Yield [0.943]
1	**48.621MM CASHLAIF: CASH**	**100.00**		**100.00**	**0.58**	**CASH**		**0.00**	**0.580**
2	1.000MM 3137EADH: FHLMC1.00 06/29/17 (0.96Yrs)	100.36	03/29/16	100.309	0.678	Agy Bullet		0.958	0.710
3	**1.000MM 3135G0MZ: FNMA0.875 08/28/17 (1.13Yrs)**	**100.158**	**03/29/16**	**100.20**	**0.697**	**Agy Bullet Aaa|AA+|AAA**		**1.118**	**0.762**
4	1.000MM 3137EADL: FHLMC1.00 09/29/17 (1.21Yrs)	100.313	03/29/16	100.329	0.727	Agy Bullet		1.204	0.790
5	**1.000MM 3130A6LZ: FHLB0.625 10/26/17 (1.29Yrs)**	**99.71**	**03/29/16**	**99.855**	**0.738**	**Agy Bullet**		**1.281**	**0.811**
6	1.000MM 3137EADX: FHLMC1.00 12/15/17 (1.43Yrs)	100.231	03/29/16	100.397	0.719	Agy Bullet |AA+|AAA		1.415	0.863
7	**0.500MM 40428HPH: HSBC1.625 01/16/18**	**100.639**	**05/14/15**	**99.734**	**1.804**	**Bank A2|A|AA-**		**1.478**	**1.380**
8	0.500MM 037833AJ: AAPL1.00 05/03/18 (1.81Yr IND-AA1)	99.592	05/14/15	100.161	0.91	Industrial Aa1|AA+|		1.786	1.140
9	**0.500MM 166764AE: CVX1.718 06/24/18 (1.95Yr IND-AA2)**	**100.764**	**06/26/15**	**101.106**	**1.118**	**Industrial Aa2|AA-|**		**1.879**	**1.449**
10	2.000MM 3134G8KX: FHLMC1.00 08/24/18 (2.12YrsNc1.4Mo-1x)	100.00	02/24/16	100.041	0.646	AgyClbl 1X Aaa|AA+|AAA	Likely Called	0.725	1.000
11	**0.500MM 02665WAC: HNDA2.125 10/10/18 (2.24Yr FIN-A1)**	**102.094**	**10/30/15**	**102.161**	**1.147**	**Financial A1|A+| 5Yr Def %: N/A EqyBuyHld%:**		**2.184**	**1.397**
12	0.500MM 191216BF: KO1.65 11/01/18 (2.3Yr IND-AA3)	102.072	04/21/15	101.43	1.02	Industrial Aa3|AA-|A+		2.256	1.050
13	**0.500MM 713448CK: PEP2.25 01/07/19 (2.49Yr IND-A2)**	**102.343**	**05/31/16**	**102.829**	**1.055**	**Industrial A1|A|A 5Yr Def %: 0.63 EqyBuyHld%: 100.0**		**2.382**	**1.301**
14	0.500MM 68389XAQ: ORCL2.375 01/15/19 (2.51Yr IND-A1)	102.946	10/30/15	102.855	1.216	Industrial A1|AA-|A+ 5Yr Def %: 0.89 EqyBuyHld%: 92.7		2.414	1.432
15	**0.500MM 46625HJR: JPM2.35 01/28/19 (2.54Yr FIN-A2)**	**102.095**	**04/27/15**	**102.106**	**1.503**	**Financial A3|A-|A+ 5Yr Def %: 2.21 EqyBuyHld%: 97.3**		**2.447**	**1.770**
16	2.000MM 3134G7KN: FHLMC1.375 01/28/19 (2.54YrsNc0.53Mo-1x)	100.00	07/28/15	100.029	0.718	AgyClbl 1X Aaa|AA+|AAA	Likely Called	0.74	1.375
17	**0.500MM 17275RAR: CSCO2.125 03/01/19 (2.64Yr IND-AA3)**	**101.472**	**11/12/15**	**102.557**	**1.137**	**Industrial A1|AA-| 5Yr Def %: 0.93 EqyBuyHld%: 97.4**		**2.547**	**1.665**

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Woodland-20160712 Holdings X-Ray Analysis (Using 06/30/16 Portfolio Data)

Portfolio:	*Woodland-20160712*
Minimum YrsToMat:	
Maximum YrsToMat:	
Ticker Filter:	
Structure Filter:	*All*
Composite Rating Filter:	
Minimum Effective Duration:	
Maximum Effective Duration:	
Forecasted Matured/Called Bonds:	*No Forecast Filter*

	Portfolio [48]
Mkt Vlu ($000)	94,780.007
Par Amount ($000)	94,121.290
Effective Duration	0.913
Composite Rating Num	AA1
Gain/Loss ($000) Using Amort Cost	226.062
Purchase Yield	0.943
Yield To Convention	0.825
Effective Convexity	(0.738)

Bond #	Bond Description	Purchase Price [100.381]	Purchase Date	Bid Price [100.564]	Yield To Convention	Issuer Info	What To Watch	Effective Duration	Purchase Yield [0.943]
18	0.500MM 037833AQ: AAPL2.10 05/06/19 (2.82Yr IND-AA1)	102.621	10/20/15	102.596	1.16	Industrial Aa1|AA+| 5Yr Def %: 0.94 EqyBuyHld%: 96.1		2.728	1.340
19	**0.500MM 25468PDA: DIS1.85 05/30/19 (2.88Yr IND-A2)**	**101.087**	**03/27/15**	**101.914**	**1.173**	**Industrial A2|A|A 5Yr Def %: 0.90 EqyBuyHld%: 94.4**		**2.802**	**1.580**
20	2.000MM 3136G3MH: FNMA1.25 05/30/19 (2.88YrsNc4.6Mos-Dq)	100.00	05/27/16	100.042	1.138	AgyClbl Discrete Aaa|AA+|AAA		1.342	1.250
21	**0.500MM 68389XAX: ORCL2.25 10/08/19 (3.24Yr IND-A1)**	**102.488**	**10/20/15**	**102.87**	**1.341**	**Industrial A1|AA-|A+ 5Yr Def %: 0.89 EqyBuyHld%: 92.7**		**3.113**	**1.600**
22	0.500MM 48127HAA: JPM2.20 10/22/19 (3.28Yr FIN-A2)	101.267	10/20/15	101.568	1.706	Financial A3|A-|A+ 5Yr Def %: 2.21 EqyBuyHld%: 97.3		3.147	1.870
23	**0.500MM 90331HML: USB2.125 10/28/19**	**100.507**	**06/26/15**	**102.219**	**1.416**	**Bank A1|AA-|AA 5Yr Def %: 1.81 EqyBuyHld%: 97.1**		**3.147**	**2.000**
24	0.500MM 36962G6P: GE2.10 12/11/19 (3.41Yr IND-AA2)	102.257	03/27/15	102.225	1.43	Industrial Aa3|AA+| 5Yr Def %: 1.66 EqyBuyHld%: 95.2		3.294	1.600
25	**0.500MM 22160KAF: COST1.70 12/15/19 (3.43Yr IND-A1)**	**99.902**	**11/12/15**	**102.026**	**1.096**	**Industrial A1|A+|A+ 5Yr Def %: 0.61 EqyBuyHld%: 100.0**		**3.33**	**1.725**
26	0.500MM 17275RAH: CSCO4.45 01/15/20 (3.51Yr IND-AA3)	109.747	11/12/15	110.417	1.397	Industrial A1|AA-| 5Yr Def %: 0.93 EqyBuyHld%: 97.4		3.223	2.004
27	**2.000MM 3136G2XT: FNMA1.05 02/26/20 (3.62YrsNc1.47Mo-DqSu)**	**100.00**	**02/26/16**	**99.945**	**1.099**	**Agy StepUp Aaa|AA+|AAA**	**Likely Called**	**1.096**	**1.050**
28	0.500MM 30231GAG: XOM1.912 03/06/20 (3.65Yr IND-AAA)	101.696	10/30/15	101.743	1.409	Industrial Aaa|AA+| 5Yr Def %: 0.91 EqyBuyHld%: 78.6		3.487	1.500

Woodland-20160712 Holdings X-Ray Analysis (Using 06/30/16 Portfolio Data)

Portfolio:	*Woodland-20160712*
Minimum YrsToMat:	
Maximum YrsToMat:	
Ticker Filter:	
Structure Filter:	*All*
Composite Rating Filter:	
Minimum Effective Duration:	
Maximum Effective Duration:	
Forecasted Matured/Called Bonds:	*No Forecast Filter*

	Portfolio [48]
Mkt Vlu ($000)	94,780.007
Par Amount ($000)	94,121.290
Effective Duration	0.913
Composite Rating Num	AA1
Gain/Loss ($000) Using Amort Cost	226.062
Purchase Yield	0.943
Yield To Convention	0.825
Effective Convexity	(0.738)

Bond #	Bond Description	Purchase Price [100.381]	Purchase Date	Bid Price [100.564]	Yield To Convention	Issuer Info	What To Watch	Effective Duration	Purchase Yield [0.943]
29	**2.000MM 3136G2GR: FNMA1.50 04/28/20 (3.79YrsNc9.53Mos-1x)**	**100.00**	**04/28/15**	**100.451**	**0.928**	**AgyClbl 1X Aaa|AA+|AAA**		**1.775**	**1.500**
30	0.500MM 459200HM: IBM1.625 05/15/20 (3.84Yr IND-AA3)	98.087	11/12/15	101.072	1.338	Industrial Aa3|AA-|A+ 5Yr Def %: 1.33 EqyBuyHld%: 81.5		3.719	2.072
31	**0.500MM 747525AD: QCOM2.25 05/20/20 (3.86Yr IND-A1)**	**99.374**	**08/25/15**	**102.963**	**1.457**	**Industrial A1|A+| 5Yr Def %: 1.00 EqyBuyHld%: 96.9**		**3.692**	**2.390**
32	0.500MM 002824AW: ABT4.125 05/27/20 (3.88Yr IND-)	108.758	11/12/15	109.171	1.671	Industrial A2 /*-|A+ /*-|A /*- 5Yr Def %: 1.04 EqyBuyHld%: 100.0	Downgrade Watch	3.599	2.093
33	**0.500MM 17275RAX: CSCO2.45 06/15/20 (3.93Yr IND-AA3)**	**102.339**	**11/04/15**	**104.07**	**1.381**	**Industrial A1|AA-| 5Yr Def %: 0.93 EqyBuyHld%: 97.4**		**3.753**	**1.918**
34	0.500MM 931142CU: WMT3.625 07/08/20 (3.99Yr IND-AA2)	109.108	10/30/15	109.125	1.272	Industrial Aa2|AA|AA 5Yr Def %: 0.82 EqyBuyHld%: 90.3		3.751	1.601
35	**0.500MM 931142CU: WMT3.625 07/08/20 (3.99Yr IND-AA2)**	**108.167**	**11/12/15**	**109.125**	**1.272**	**Industrial Aa2|AA|AA 5Yr Def %: 0.82 EqyBuyHld%: 90.3**		**3.751**	**1.789**
36	0.500MM 458140AQ: INTC2.45 07/29/20 (4.05Yr IND-A1)	101.693	11/12/15	103.975	1.435	Industrial A1|A+|A+ 5Yr Def %: 0.87 EqyBuyHld%: 92.7		3.828	2.071
37	**0.500MM 751212AB: RL2.625 08/18/20 (4.1Yr IND-A2)**	**100.573**	**08/25/15**	**103.547**	**1.708**	**Industrial A2|A| 5Yr Def %: 1.40 EqyBuyHld%: 100.0**		**3.837**	**2.500**
38	0.500MM 828807CU: SPG2.50 09/01/20 (4.14Yr FIN-A2)	101.835	10/20/15	103.387	1.598	Financial A2|A|A 5Yr Def %: 1.84 EqyBuyHld%: 100.0		3.841	2.081

Woodland-20160712 Holdings X-Ray Analysis (Using 06/30/16 Portfolio Data)

Portfolio:	*Woodland-20160712*
Minimum YrsToMat:	
Maximum YrsToMat:	
Ticker Filter:	
Structure Filter:	*All*
Composite Rating Filter:	
Minimum Effective Duration:	
Maximum Effective Duration:	
Forecasted Matured/Called Bonds:	*No Forecast Filter*

	Portfolio [48]
Mkt Vlu ($000)	94,780.007
Par Amount ($000)	94,121.290
Effective Duration	0.913
Composite Rating Num	AA1
Gain/Loss ($000) Using Amort Cost	226.062
Purchase Yield	0.943
Yield To Convention	0.825
Effective Convexity	(0.738)

Bond #	Bond Description	Purchase Price [100.381]	Purchase Date	Bid Price [100.564]	Yield To Convention	Issuer Info	What To Watch	Effective Duration	Purchase Yield [0.943]
39	**0.500MM 053015AD: ADP2.25 09/15/20 (4.18Yr IND-AA2)**	**101.428**	**11/04/15**	**103.853**	**1.28**	**Industrial Aa3|AA| 5Yr Def %: 0.62 EqyBuyHld%: 90.9**		**3.951**	**1.936**
40	2.000MM 3136G3PK: FNMA1.375 09/15/20 (4.18YrsNc11.1Mos-1x)	100.00	06/15/16	100.349	0.996	AgyClbl 1X Aaa|AA+|AAA		2.243	1.375
41	**0.500MM 191216BT: KO1.875 10/27/20 (4.29Yr IND-AA3)**	**99.547**	**11/04/15**	**102.46**	**1.284**	**Industrial Aa3|AA-|A+ 5Yr Def %: 0.60 EqyBuyHld%: 92.3**		**4.123**	**1.971**
42	2.000MM 3134G7S4: FHLMC1.25 10/29/20 (4.3YrsNc0.57Mo-DqSu)	100.00	10/14/15	99.877	1.304	Agy StepUp Aaa|AA+|AAA		1.344	1.250
43	**2.000MM 3134G7S7: FHLMC1.125 10/29/20 (4.3YrsNc0.57Mo-DqSu)**	**99.925**	**10/14/15**	**99.85**	**1.242**	**Agy StepUp Aaa|AA+|AAA**		**1.383**	**1.163**
44	2.000MM 3130A6KG: FHLB1.00 10/29/20 (4.3YrsNc0.57Mo-DqSu)	99.95	10/29/15	99.839	1.203	Agy StepUp Aaa|AA+|		1.361	1.034
45	**2.000MM 3130A6N5: FHLB 1.7 10/29/20-MATURED**	**100.00**	**10/29/15**	**100.00**	**0.25**	**CASH ||**	**Matured**	**0.00**	**0.250**
46	2.000MM 3134G76K: FHLMC1.25 11/24/20 (4.37YrsNc1.4Mo-DqSu)	100.00	11/24/15	99.926	1.305	Agy StepUp Aaa|AA+|AAA		1.315	1.250
47	**2.000MM 3134G9AD: FHLMC1.50 04/28/21 (4.79YrsNc9.53Mos-1x)**	**100.00**	**04/28/16**	**100.562**	**0.789**	**AgyClbl 1X Aaa|AA+|AAA**		**2.005**	**1.500**
48	2.000MM 3130A8BV: FHLB1.50 06/22/21 (4.94YrsNc2.33Mos-DqSu)	100.00	06/22/16	99.97	1.51	Agy StepUp Aaa|AA+|	Likely Called	1.587	1.500

Matrix Cross Sectional Analysis

	Starting Yrs-Edur:	0.000	Yrs-Edur Bucket Size:	0.500	Maximum Yrs-Edur:	5.000		
	Portfolio:	Woodland-	Portfolio:	Woodland-	Portfolio:	Woodland-		

Using Custom Buckets	All Par($000)		All % MktVlu		All SubSet Pyld		All Weighted SubSet Pyld	
Yrs-Edur Bucket	Years To Maturity	Effective Duration	Years To Maturity	Effective Duration	Years To Maturity	Effective Duration	Years To Maturity	Effective Duration
0.000 - 0.500	50,621.29	50,621.29	53.409	53.409	0.567	0.567	***0.303***	***0.303***
0.500 - 1.000	1,000.00	5,000.00	1.059	5.302	0.71	1.092	***0.008***	***0.058***
1.000 - 1.500	4,000.00	16,500.00	4.237	17.448	0.806	1.085	***0.034***	***0.189***
1.500 - 2.000	1,500.00	5,000.00	1.594	5.301	1.324	1.459	***0.021***	***0.077***
2.000 - 2.500	3,500.00	6,500.00	3.74	6.963	1.108	1.419	***0.041***	***0.099***
2.500 - 3.000	6,500.00	1,500.00	6.959	1.627	1.408	1.528	***0.098***	***0.025***
3.000 - 3.500	2,500.00	3,500.00	2.705	3.839	1.759	1.76	***0.048***	***0.068***
3.500 - 4.000	8,000.00	5,000.00	8.738	5.568	1.607	2.042	***0.14***	***0.114***
4.000 - 4.500	12,500.00	500.00	13.319	0.543	1.40	1.971	***0.186***	***0.011***
4.500 - 5.000	4,000.00	0.00	4.24	0.00	1.50		***0.064***	

CITY OF WOODLAND
INVESTMENT REPORT

June-16

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT		AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)		48,621,294	51.5%
Federal National Mortgage Association		9,001,580	9.5%
Federal Home Loan Bank		6,996,103	7.4%
Federal Home Loan Mortgage Corp		15,007,543	15.9%
Corporate Securities		14,832,490	15.7%
	TOTAL	94,459,010	100.0%

	Maturity Date	*Interest*	*Call Date*	*PAR Amount*	*Principal Amount*	Current Market Value	*Security I*
Federal Home Loan Mortgage Corp	6/29/2017	1.00	6/29/2017	1,000,000	1,003,600	1,003,889	3137EADH9
Federal National Mortgage Association	8/28/2017	0.88	8/28/2017	1,000,000	1,001,580	1,002,590	3135G0MZ3
Federal Home Loan Mortgage Corp	9/29/2017	1.00	9/29/2017	1,000,000	1,003,130	1,004,308	3137EADL0
Federal Home Loan Bank	10/26/2017	0.63	10/26/2017	1,000,000	997,103	999,742	3130A6LZ8
Federal Home Loan Mortgage Corp	12/15/2017	1.00	12/15/2017	1,000,000	1,002,313	1,004,762	3137EADX4
Federal Home Loan Mortgage Corp	8/24/2018	1.00	8/24/2016	2,000,000	2,000,000	2,000,066	3134G8KX6
Federal Home Loan Mortgage Corp	1/28/2019	1.38	7/28/2016	2,000,000	2,000,000	2,001,658	3134G7KN0
Federal National Mortgage Association	5/30/2019	1.25	11/30/2016	2,000,000	2,000,000	2,001,382	3136G3MH5
Federal National Mortgage Association	2/26/2020	1.05	8/26/2016	2,000,000	2,000,000	2,001,164	3136G2XT9
Federal National Mortgage Association	4/28/2020	1.50	4/28/2017	2,000,000	2,000,000	2,008,518	3136G2GR2
Federal National Mortgage Association	9/15/2020	1.38	6/15/2017	2,000,000	2,000,000	2,006,450	3136G3PK5
Federal Home Loan Mortgage Corp	10/29/2020	1.25	7/29/2016	2,000,000	2,000,000	2,000,644	3134G7S44
Federal Home Loan Mortgage Corp	10/29/2020	1.13	7/29/2016	2,000,000	1,998,500	2,000,566	3134G7S77
Federal Home Loan Bank	10/29/2020	1.00	7/29/2016	2,000,000	1,999,000	2,000,374	3130A6KG1
Federal Home Loan Bank	10/29/2020	1.70	7/29/2016	2,000,000	2,000,000	2,000,080	3130A6N52
Federal Home Loan Mortgage Corp	11/24/2020	1.25	8/24/2016	2,000,000	2,000,000	2,001,380	3134G76K2
Federal Home Loan Mortgage Corp	4/28/2021	1.50	4/28/2017	2,000,000	2,000,000	2,005,340	3134G9AD9
Federal Home Loan Bank	6/22/2021	1.50	9/22/2016	2,000,000	2,000,000	2,000,972	3130A8BV4
Total Agency Investments				31,000,000	31,005,226	31,043,885	
HSBC USA Inc	1/16/2018	1.63	N/a	500,000	503,200	498,900	40428HPH9
Apple Inc	5/3/2018	1.00	N/a	500,000	497,961	500,885	037833AJ9
Chevron	6/24/2018	1.72	N/a	500,000	503,822	504,957	166764AE0
Honda	10/10/2018	2.13	N/a	500,000	510,470	513,069	02665WAC5
Coca-Cola Co	11/1/2018	1.65	N/a	500,000	510,360	507,516	191216BF6
Pepsi Co	1/7/2019	2.25	N/a	500,000	511,715	513,477	713448CK2
Oracle	1/15/2019	2.38	N/a	500,000	514,730	514,518	68389XAQ8
JP Morgan Chase & Co	1/28/2019	2.35	N/a	500,000	510,478	511,558	46625HJR2
Cisco	3/1/2019	2.13	N/a	500,000	507,360	514,612	17275RAR3
Apple Inc	5/6/2019	2.10	N/a	500,000	513,105	513,474	037833AQ3
Walt Disney Company	5/30/2019	1.85	N/a	500,000	505,430	511,560	25468PDA1
Oracle	10/8/2019	2.25	N/a	500,000	512,440	513,377	68389XAX3
JP Morgan Chase & Co	10/22/2019	2.20	N/a	500,000	506,335	506,063	48127HAA7
US Bank Cincinnati	10/28/2019	2.13	N/a	500,000	502,535	512,163	90331HML4
General Electric Cap Corp	12/11/2019	2.10	N/a	500,000	511,285	515,452	36962G6P4
Costco	12/15/2019	1.70	N/a	500,000	499,510	511,648	22160KAF2
Cisco	1/15/2020	4.45	N/a	500,000	548,733	552,289	17275RAH5
Exxon	3/6/2020	1.91	N/a	500,000	508,480	509,766	30231GAG7
IBM	5/15/2020	1.63	N/a	500,000	490,433	506,236	459200HM6
Qualcomm Inc	5/20/2020	2.25	N/a	500,000	496,870	515,860	747525AD5
Abbott	5/27/2020	4.13	N/a	500,000	543,790	541,083	002824AW0
Cisco	6/15/2020	2.45	N/a	500,000	511,695	520,609	17275RAX0
Wal-Mart	7/8/2020	3.63	N/a	500,000	545,540	546,795	931142CU5
Wal-Mart	7/8/2020	3.63	N/a	500,000	540,835	546,795	931142CU5
Intel	7/29/2020	2.45	N/a	500,000	508,463	518,233	458140AQ3
Ralph Lauren Corp	8/18/2020	2.63	N/a	500,000	502,865	521,686	751212AB7
Simon Property Group	9/1/2020	2.50	N/a	500,000	509,175	515,418	828807CU9
Automated Data Processing (ADP)	9/15/2020	2.25	N/a	500,000	507,140	519,465	053015AD5
Coca-Cola Co	10/27/2020	1.88	N/a	500,000	497,735	510,993	191216BT6
Total Corporate Investments				14,500,000	14,832,490	14,988,451	
Total of LAIF Funds & Investments Detail					94,459,010		
Check Total (Should be zero)					-		

CITY OF WOODLAND
INVESTMENT REPORT

CASH ACCOUNTS as of 6/30/16

Bank Accounts with U.S. Bank	$3,643,810
Petty Cash	***$3,290***
Cash with Fiscal Agent	*$6,387,732*

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	$289,397
Prior Quarters Interest Earned - LAIF	$105,264
Total Interest Received	$394,661
Interest Received from April 1, 2016 to June 30, 2016	$247,299
Total Fiscal Year-to-Date Interest Received	**$641,959**

The interest received does not always represent the interest earned. LAIF records interest on a quarterly basis but does not report it until the 15th of the month following the end of the quarter. The interest received on Treasury Notes is received every six months either on the 15th or the last day of the month. Bond interest is posted every six months to the date of settlement.

CITY OF WOODLAND
ACTIVITY REPORT

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF	**TREASURER**			
03/31/16	Month Beginning Balance			38,573,964
04/01/16	Withdrew fr LAIF		3,000,000	35,573,964
04/15/16	Quarterly Interest	47,330		35,621,294
05/27/16	Deposit to LAIF	11,000,000		46,621,294
06/14/16	Deposit to LAIF	3,000,000		49,621,294
06/30/16	Withdrew fr LAIF		1,000,000	48,621,294
06/30/16	Month End Balance			48,621,294

TRANS bond proceeds in Guaranteed Investment Contract

Bonds and Other Investments

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
3/31/2016	BEGINNING BALANCE			42,323,501
4/28/2016	Federal Home Loan Mortgage Company 3134G9AD9	2,000,000		44,323,501
4/29/2016	Called Federal Home Loan Bank 3130A52E8		2,000,000	42,323,501
5/25/2016	Called Federal National Mortgage Association 3136G2HV2		2,000,000	40,323,501
5/26/2016	Called Federal Home Loan Bank 3130A67C5		997,500	39,326,001
5/27/2016	Federal National Mortgage Association 3136G3MH5	2,000,000		41,326,001
5/31/2016	Pepsi Co 713448CK2	511,715		41,837,716
6/15/2016	Federal National Mortgage Association 3134G3PK5	2,000,000		43,837,716
6/22/2016	Federal Home Loan Bank 3130A8BV4	2,000,000		45,837,716
6/30/2016	Month End Balance			45,837,716

END OF MONTH TOTAL DEBITS	94,459,010
Check Total (Should be Zero)	-

Transactions w/LAIF	5
Purchase of New Bonds	4
Bonds Called	3
Purchase of New CD	0
CD Matured	0
Bonds Sold	0
Bonds Matured	0
Purchase of Corp Securities	1
Sale of Corp Securities	0

1992 Wastewater					
reserve fund	$0.00	AIG-Notes, Mortgages, etc	$0.00	Cash Management-Fidelity	
interest fund	$24.27		$24.27	Cash Management-Fidelity	0.00
Revenue Fund	$9.43		$9.43	Cash Management-Fidelity	0.00
interest fund	$0.00		0.00	Cash Management-Fidelity	0.00
Reserve fund	$938,188.28		$938,188.28	Cash Management-Fidelity	79.46
CFD - Gibson Ranch					
94-1					
Spc tax debt svc	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
reserve acct	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
Spc tax debt svc	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
Series 2001 Acct	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Refunding spc tax	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 refund spc tax rsv	$0.00		$0.00	Cash Mgmt-1st Am Treasury	0.00
2004 Subordinate (Incl Reserve)	$226,307.50		$226,307.50	Cash Mgmt-1st Am Treasury	0.00
Spring Lake 2013					
Reserve Fund	$2,134,582.64		$2,134,582.64	Cash Mgmt-1st Am Prime Obligation	10.92
Revenue Anticipation Notes					
Water Revenue Bonds 2011					
revenue acct.	$437.98		$437.98	US Bank Mmkt 5 -Ct	0.03
Interest acct.	$0.00		$0.00		
reserve acct.	$1,324,577.50		$1,324,577.50	US Bank Mmkt 5 -Ct	112.19
proceeds acct	$0.00		$0.00	US Bank Mmkt 5 -Ct	0.00
ARRA 2011					
Principal and Interest account	$473,799.89		$473,799.89	US Bank Mmkt 5 -Ct	2.13
Reserve fund	$141,687.50		$141,687.50	US Bank Mmkt 5 -Ct	0.67
Bond Anticipation Notes					
2007 RDA TABS					
Tax Revenue Fund	$415,883.10		$415,883.10	Cash Mgmt - Ist Am Treasury Oblig	6.83
Interest Account	$3.26		$3.26	Cash Mgmt - Ist Am Treasury Oblig	3.26
Principal Account	$0.88		$0.88	Cash Mgmt - Ist Am Treasury Oblig	0.00
reserve account - 2007 A	$483,126.42		$483,126.42	Cash Mgmt - Ist Am Treasury Oblig	40.93
reserve account - 2007 B	$110,898.91		$110,898.91	Cash Mgmt - Ist Am Treasury Oblig	9.40
CDBG Account					
Savings Account	$138,204.50	$138,204.50		Bank of America - Quarterly Bank Statement	0.00
Checking account	$0.00	$0.00		Bank of America - Monthly Bank Statement	
TOTAL	$6,387,732.06				
Check Summary Total (Should be zero)	$0.00				

File #: 16-676, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Increase the Fiscal Year 2017 Energy Projects Budget Appropriation by $929,116

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing a total adjustment of $929,116 to the FY 17 appropriation for energy project expenses in Fund 365.

Staff Contact

Roberta Childers, Environmental Sustainability Manager
661-2060, roberta.childers@cityofwoodland.org

Fiscal Impact

The total of $929,116 consists of appropriations of $855,000 and $74,116. Pursuant to the City's contracts with Hanwha Q Cells (HQC) and TerraVerde Renewable Partners (TerraVerde), HQC will pay the City $855,000 in FY 17, which the City will then pay to TerraVerde for solar project services. This is an accounting adjustment only and does not represent any new City expenses. The $74,116 portion of the appropriation represents the remainder of the $250,000 special energy project funds approved by Council in FY 14. The unexpended amounts from the original $250,000 allocation have been carried over each subsequent fiscal year to cover ongoing energy project expenses.

Discussion

HQC is required to pay the City a total of $985,000 for fixed costs associated with the City's solar project as specified in Section 5.G of the December 16, 2014 *Solar Power Purchase Agreement by and between Hanwha Q Cells USA Corp. and City of Woodland*, as amended on June 9, 2015, and February 2, 2016. Of this amount, $35,000 is reimbursement of the City for BBK's solar project legal expenses, and $950,000 is to cover the fees due to TerraVerde for solar project development and management services in accordance with the July 2, 2013 *Exclusive Engagement Agreement between the City and TerraVerde* as amended on January 15, 2014.

On September 15, 2015, the Council approved adjusting the FY 16 budget for Fund 365 to account for the additional $985,000 in revenues and expenditures. However, because of delays in project completion, most of the fixed-cost transactions could not be completed in FY 16, and $855,000 remains to be received from HQC and paid to TerraVerde in FY 17.

The City Council approved a $250,000 budget allocation in FY 14 for projects furthering energy efficiency, renewable energy, and Climate Action Plan implementation. Of this total, $135,636 remained at the end of FY 15 and was carried over to the FY 16 budget for Fund 365. At the end of FY 16, $74,116 remained unspent. These funds are needed to pay ongoing costs, including FY16 fund commitments that were not billed to the

City until FY 17.

Staff requests that the City Council approve the addition of these two amounts, totaling $929,116, to the existing Fund 365 appropriation for FY 17, increasing the budget from $176,994 to $1,106,110.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing an adjustment of $929,116 to the FY 17 appropriation for solar and energy project expenses in Fund 365.

Prepared by: Roberta Childers, Environmental Sustainability Manager

Reviewed by: Gregor G. Meyer, Public Works Director

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FUND 365 BUDGET FOR FISCAL YEAR 2016/17 FOR APPROVED ENERGY PROJECT EXPENDITURES

WHEREAS, Hanwha Q Cells is required to pay the City $985,000 for fixed costs associated with the City's solar project as specified in Section 5.G of the December 16, 2014 *Solar Power Purchase Agreement by and between Hanwha Q Cells USA Corp. and City of Woodland* as amended; and

WHEREAS, $35,000 of this amount is to reimburse the General Fund for BBK's legal expenses for the solar project, and $950,000 is for payments to TerraVerde Renewable Partners (TerraVerde) for solar project development and management services in accordance with the July 2, 2013 *Exclusive Engagement Agreement* between the City and TerraVerde as amended on January 15, 2014; and

WHEREAS, the City Council on September 15, 2015 approved an increase to the budget appropriation for Fund 365 for FY 16 in the amount of $985,000 for this purpose, but only some of these transactions were completed in FY 16, leaving $855,000 to be received from Hanwha Q Cells and paid to TerraVerde in FY 17; and

WHEREAS, the City Council approved a $250,000 budget allocation in FY 14 for energy projects that was added to the Fund 365 budget, and unspent funds remaining from this total have been carried over each subsequent fiscal year into Fund 365; and

WHEREAS, at the end of FY 16, $74,116 of the original $250,000 appropriation remained unspent, and these funds are needed to pay ongoing costs, including FY 16 fund commitments that were not billed to the City until FY 17; and

WHEREAS, the FY 17 budget must be adjusted to appropriately account for the additional $855,000 for solar project fixed-cost transactions and $74,116 for ongoing energy project expenses, increasing the FY17 budget appropriation for Fund 365 by a total of $929,116, from $176,994 to $1,106,110.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the FY 17 Fund 365 appropriation shall be increased by $929,116.

PASSED AND ADOPTED by the City Council this 23rd day of August 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____

Jim Hilliard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

File #: 16-654, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016
SUBJECT: Contract Award - FY2016/17 Annual Cyclical Tree Pruning

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the FY 2016/17 annual cyclical tree pruning and maintenance service contract to West Coast Arborist (WCA) in the amount not-to-exceed $179,000.

Staff Contact

Westley Schroeder, Parks Superintendent, 661-5958, westley.schroeder@cityofwoodland.org

Council Goal

To maintain the City's urban forest in a manner that promotes safety, enhances quality of life, and reflects our dedication as a Tree City USA.

Fiscal Impact

In the FY 16/17 budget the City Council approved one-time funding in the amount of $100,000 for General Fund (GF) cyclical pruning. This, one time funding coupled with money from other funding sources in the approved FY16/17 budget (e.g., lighting and landscape districts and other GF pruning programs), will bring the total budget for this annual project to $178,474.

Background

Cyclical pruning is a standard maintenance procedure which is performed by most agencies across the country in an effort to promote a healthy urban forest and mitigate potential liability.

Over the years our cyclical pruning has lagged due to extensive budget cuts to this program. This has caused our urban forest cyclical pruning program to fall several years behind in our seven year pruning cycle. This lag in maintenance has noticeably increased our reactive maintenance and has made the City more susceptible to liability claims related to failed trees.

The City Council has made a commitment to bring our cyclical pruning program back to an acceptable level approving the funding that will help us reach our seven year cyclical goal and provide our urban forest with the required care it needs.

Discussion

Cyclical pruning is a vital part of urban forestry care and must be done by qualified professionals who are well versed in approved pruning techniques. By performing annual pruning, we not only reduce potential liability claims, but we also help ensure the health and vigor of our urban forest.

This is a task that cannot be accomplished with in-house staff. Over the years our tree maintenance program has been severely hampered by budget cuts and staff reductions, to the point where due to staffing levels we are not able to perform this task. With over 15,000 City trees to maintain and only two full-time employees in our Urban Forestry Group, it has become necessary to contract out our cyclical pruning and old growth tree care.

Staff is requesting approval of a service agreement with WCA, a well-established vendor who possesses the means, as well as a strong historical working knowledge of our City's urban forest, to fulfill this agreement.

WCA is a notable tree service provider that has a well-established working relationship with the City of Woodland, as well as many other local agencies in our area, e.g. West Sacramento, Roseville, Elk Grove, and Davis. If approved, this service agreement would "piggy-back" off a competitive bid contract that WCA was awarded by the City of Sacramento for "like" services. By utilizing Sacramento's contract, we would not only benefit from their historical knowledge maintaining our trees, but also from the economy-of-scale pricing that Sacramento received due to their large urban forest.

An additional benefit associated with this contract is the requirement to provide detailed electronic documentation of all maintenance performed on our trees. This information can then be easily uploaded into our Maintenance Management Software (MMS) and used for tracking maintenance, as well as identifying immediate and potential long term issues.

Conclusion

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to execute the FY2016/17 annual cyclical tree pruning and maintenance service agreement with West Coast Arborist (WCA) in an amount not-to-exceed $179,000.

Prepared by: Westley Schroeder
Park Superintendent

Reviewed by: Christine Engel
Community Service Department Director

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZATION THE CITY MANAGER TO EXECUTE THE FY2016/17 CONTRACT WITH WEST COAST ARBORISTS IN THE AMOUNT OF ONE HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED SEVENTY FOUR DOLLARS

WHEREAS, the City performs annual cyclical pruning and tree maintenance on our urban forest to promote public safety and tree health;

WHEREAS, West Coast Arborist; a tree maintenance company, provides municipal tree maintenance service to the Cities of Woodland, Roseville, Elk Grove, West Sacramento, Davis and Sacramento;

WHEREAS, the proposed contract results in an annual cost of one hundred seventy eight thousand four hundred and seventy four dollars for tree maintenance services provided to the City of Woodland;

WHEREAS, "piggy-backing" on the City of Sacramento's competitively bid tree maintenance contract would benefit the City by economy of scale pricing;

WHEREAS, funding in support of this contract is provided in the FY2016/17 annual budget previously approved by the Council.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes the City Manager to execute the FY2016/17 contract with West Coast Arborists in the amount of one hundred seventy eight thousand four hundred and seventy four.

PASSED AND ADOPTED by the City Council this 23rd day of August 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

Legislation Text

6.

File #: 16-653, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Kentucky Avenue Widening and Complete Streets Project, CIP 04-07; Approve Plans and Specifications, and Authorize Bid Advertisement

Recommendation for Action: Staff recommends that the City Council:

1. Adopt Resolution No. _____, Approving the project plans and specifications for the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, and authorizing bid advertisement; and
2. Authorize the reallocation of $160,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, to fund costs associated with water improvements that are not federally reimbursable; and
3. Authorize the reallocation of $100,000 of Water Enterprise Funds from the Operating Budget, Budget Code 210-086-7851-5262, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, to fund costs associated with water improvements that are not federally reimbursable.

Staff Contact

Diana Ayón, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact

The approved Capital Budget includes $15.7 million in funding for the Kentucky Avenue project consisting of $13 million SACOG grant, $2.1 million Measure E, $300,000 Water Enterprise and $300,000 Sewer Enterprise funding.

Staff is requesting that Council authorize the reallocation of $160,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, and authorize the reallocation of $100,000 of Water Enterprise Funds from the Operating Budget, Budget Code 210-086-7851-5262, to the subject project to fund costs associated with water utility improvements that are not federally reimbursable. The reallocation amounts are based upon the engineer's estimate of probable construction costs. These changes will bring the total project budget to $16 million.

The engineer's estimate of probable construction cost is $8,400,000. The difference between the total project budget and the engineer's estimate is the amount budgeted for design, right-of-way, payment to the railroad for crossing improvements, construction management, inspection and construction contingency.

Background

The Kentucky Avenue project will reconstruct the pavement and widen Kentucky Avenue to 4-lanes from East to College streets. The project will also reconstruct the roadway and make operational improvements from College to West streets resulting in a 2-lane roadway with a center turn lane. The project will transform this section of Kentucky Avenue into a complete street providing improved bicycle, pedestrian and vehicle facilities to ensure the corridor meets the needs of all modes of travel.

The project's design contract was authorized by the City Council on February 5, 2013 to PSOMAS. Council approved the Mitigated Negative Declaration on October 21, 2014 and Caltrans approved the NEPA on January 21, 2015.

Discussion

Staff is processing the final plans and right-of-way certification through the Caltrans approval process and anticipates receiving final authorization for construction by late-August to early-September. Upon Council authorization and Caltrans authorization, the project will be advertised for bidding. Staff is anticipating a bid opening and a return to Council in October for construction contract award. The project will primarily consist of utility relocation until the Spring of 2017 followed by active construction until project completion in the summer/fall of 2018.

Staff is completing a Request for Proposals process to select a consultant to provide construction management and specialized inspection and material testing services for the project. Staff anticipates a request for Council approval of a consultant services agreement with the selected consultant when staff returns to Council to award the construction contract.

Conclusion

Staff recommends that the City Council:

1. Adopt Resolution No. _____, Approving the project plans and specifications for the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, and authorizing bid advertisement; and
2. Authorize the reallocation of $160,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, to fund costs associated with water improvements that are not federally reimbursable; and
3. Authorize the reallocation of $100,000 of Water Enterprise Funds from the Operating Budget, Budget Code 210-086-7851-5262, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, to fund costs associated with water improvements that are not federally reimbursable.

Prepared by: Diana Ayón, Senior Associate Civil Engineer

Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, Community Development Director

Paul Navazio

Paul Navazio, City Manager

ATTACHMENT:
Attachment A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS PROJECT, CIP 04-07; AND AUTHORIZING BID ADVERTISEMENT; AND REALLOCATING $260,000 OF WATER ENTERPRISE FUNDING

WHEREAS, the City of Woodland has funding in the Capital Budget for the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07 (the "Project"), to improve the Kentucky Avenue corridor between East and West streets; and

WHEREAS, the City Council wishes to reallocate to the Project, $160,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to fund costs associated with water improvements that are not federally reimbursable; and

WHEREAS, the City Council wishes to reallocate to the Project, $100,000 of Water Enterprise Funds from the Operating Budget, Budget Code 210-086-7851-5262, to fund costs associated with water improvements that are not federally reimbursable and bringing the total project budget to $16 million; and

WHEREAS, the Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and City Council approved the Mitigated Negative Declaration on October 21, 2014; and

WHEREAS, the Project has been reviewed in accordance with the National Environmental Policy Act (NEPA), and the State has determined that this project is cleared as defined by NEPA Guidelines.

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

Section 1. The City Council hereby approves the plans and specifications for the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07, which are available on file with the City Clerk.

Section 2. The City Council authorizes City staff to advertise the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07 for bids, subject to Caltrans authorization to proceed with construction.

Section 3. The City Council hereby authorizes the reallocation of $160,000 of Water Enterprise Funds from the Water System Leak Detection and Repairs, CIP 09-23, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07.

Section 4. The City Council hereby authorizes the reallocation of $100,000 of Water Enterprise Funds from the Operating Budget, Budget Code 210-086-7851-5262, to the Kentucky Avenue Widening and Complete Streets Project, CIP 04-07.

PASSED AND ADOPTED this ________ day of ___________ 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

300 First Street
Woodland, CA 95695

City of Woodland

Legislation Text

7.

File #: 16-656, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016
SUBJECT: Authorize the Purchase of One (1) Skeeter Brush Truck for the Fire Department

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into a Purchasing Agreement with Skeeter Brush Trucks for the purchase of one (1) Skeeter Brush Truck from Golden State Fire Apparatus through the Houston-Galveston Area Council, contract #FS12-15, YB03 in the amount of $249,775. Staff also requests that City Council approve an additional appropriation of $6,743 to pay for the net increase in future replacement costs of the apparatus.

Staff Contact

Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org, 530-661-5956

Council Goal

Maintain City Infrastructure - Ensure appropriate resources in support of City operations.

Fiscal Impact

City Council appropriated $350,000 for the purchase of a new Brush Truck for the Fire Department in the Fiscal Year 2016/2017 budget and $17,000 in annual replacement reserves (Fixed Costs). The General Fund will see an increase in Fire Department's ongoing indirect costs of approximately $28,243 per year to cover Fixed and Variable costs. However, because the equipment will not be available and in service for most of the fiscal year, the variable costs normally collected to cover annual maintenance will not be necessary. A net increase of $6,743 over the approved budget is needed to adjust for the future replacement cost of the apparatus.

Background

The City Council approved the budget for a new Brush Truck during the FY 2016/2017 budget review. A proposal was attained from Golden State Fire Apparatus in partnership with Skeeter Brush Trucks through the Houston-Galvaston Area Council contracting cooperative, under HGAC Contract #FS12-15, YB03 in the amount of $249,775. There were no local dealerships qualified to provide the required Fire Truck for the Fire Department's operational needs.

Discussion

Although the Council approved the budget to replace this truck, the purchase itself requires a separate Council action. Per the City's Purchasing Ordinance, all materials, supplies and equipment purchases greater than

$50,000 must be awarded by the City Council. Fleet Services will create a purchase order for the purchase upon Council approval. Golden State Fire Apparatus will place the truck on order once the purchase orders are received from the City. Once the new truck arrives, Fleet Services will need about a week for in-processing time before it is released to the Fire Department for use.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into a Purchasing Agreement with Skeeter Brush Trucks for the purchase of one (1) Skeeter Brush Truck from Golden State Fire Apparatus through the Houston-Galveston Area Council, contract #FS12-15, YB03 in the amount of $249,775. Staff also requests that City Council approve an additional appropriation of $6,743 to pay for the net increase in future replacement costs of the apparatus.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Greg Meyer, Public Works Director
Kim McKinney, Finance Officer
Dan Bellini, Public Safety Chief

Paul Navazio, City Manager

Attachments: Skeeter Brush Trucks Proposal
Skeeter Brush Trucks Purchasing Agreement
Specifications
Resolution

7400 Reese Road
Sacramento, CA 95828
Phone (916) 330-1638
Fax (916) 330-1649

PROPOSAL FOR FIRE APPARATUS

City of Woodland	
532 Court Street	
Woodland, CA 95695	

DATE	August 1, 2016
QUOTE NO.	90801-16
SALES REP.	Mark Paulsen

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Skeeter Brush Trucks, LLC, at its home office in Kirby, Texas, the apparatus and equipment herein named and for the following prices:

PAYMENT AT TIME OF DELIVERY / ACCEPTANCE

#	Description	Each
A	One (1) Skeeter 4X4 Ford Type 5 Patrol (HGAC contract # FS12-15, YB03)	225,339.03
B	Factory Inspection Trip (1 trip for 2 WFD representatives)	2,400.00
C	Delivery / Dealer Preparation	3,000.00
D	Performance Bond	0.00
E	***SUBTOTAL***	***230,739.03***
F	State Sales Tax @ 8.25%	19,035.97
G	**TOTAL PURCHASE PRICE**	**249,775.00**

TERMS AND CONDITIONS: The City of Woodland shall pay the purchase price of **$249,775.00** for the Product upon delivery and acceptance.

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 255 TO 285 CALENDAR DAYS after receipt of this order and the acceptance thereof at our office at Kirby, Texas, and to be delivered to you at WOODLAND, CALIFORNIA.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above. Unless accepted by September 1, 2016 the right is reserved to withdraw this proposition.

Respectfully Submitted,

Mark Paulsen

Authorized Sales Representative

201 CERCON DRIVE, HILLSBORO, TEXAS 76645

Federal Tax ID 26-3509808

CONTRACT FOR WILDLAND FIRE APPARATUS

This Agreement is by and between Skeeter Brush Trucks, LLC (“Skeeter”) and **CITY OF WOODLAND** (“Customer”) as of the date signed below. GOLDEN STATE FIRE APPARATUS INC. shall be the sales and service vendor for this apparatus.

1.01 Skeeter agrees to provide one (1) fire apparatus in accordance with the specifications set forth on Exhibit “A”, which is attached. The apparatus will be serviced by GOLDEN STATE FIRE APPARATUS INC. and/or Skeeter Brush Trucks.

1.02 Payment Terms: The cost of fire apparatus is $249,775.00 and payable upon delivery.

1.03 Skeeter agrees to use its best efforts to make the apparatus ready for pickup on or before MAY 31, 2017. Skeeter reserves the right to change the delivery based upon production schedule needs.

1.04 Skeeter agrees to provide training to Customer upon picking up fire apparatus at Skeeter’s facility. In the event Customer requests delivery and/or training at Customer’s location, an additional charge will be incurred by Customer to pay for travel costs and time for providing training at Customer’s location.

1.05 Customer agrees to designate one (1) person as Customer authorized representative regarding approval of changes, modifications and alterations to the specification on Exhibit “A”. Skeeter will be entitled to rely upon any representation, agreement, modification, alteration or acceptance of such changes to the specification made by such representative.

1.06 Upon delivery and acceptance, Customer will provide a list of all items Customer believes fails to meet the specification set forth on Exhibit “A”. Skeeter and Customer will confer to determine a time frame to accomplish any exceptions to the specification identified. If Customer fails to deliver a list of exceptions, it will be assumed to the fire apparatus meets all required specifications set forth in Exhibit “A”.

1.07 This is the final agreement between Customer and Skeeter. Any amendment, modification or change to this agreement or the specification must be in writing and agreed to by an authorized representative of Customer and Skeeter.

1.08 Skeeter agrees to provide a limited warranty for the fire apparatus as set forth in Exhibit “B”.

1.09 Due to the specific nature of the intended use of the vehicle, it is to be considered non-NFPA compliant unless otherwise stated.

1.10 This Agreement shall be interpreted in accordance with Texas law.

SIGNATURE PAGE TO FOLLOW

SKEETER BRUSH TRUCKS, LLC

By: ________________________________

Title: ________________________________

Date: ________________________________

CUSTOMER

By: ________________________________

Title: ________________________________

Date: ________________________________

DEALER

By: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT "A" – SPECIFICATIONS

REFER TO BID PACKAGE DATED 9/1/2016, QUOTE NUMBER 90801-16

EXHIBIT “B” – WARRANTY

<u>REFER TO BID PACKAGE DATED 9/1/2016, QUOTE NUMBER 90801-16</u>

Specification for:

NWCG Type 5 Wildland Engine Ford F550 - 4x4 - Diesel - 4 Door Rescue Side, Alum, 114, Quote 90801-16

Submitted To:

Jim Dahl,

Woodland, City of

1000 Lincoln Ave   Woodland, CA 95695

Specification 1674

August 1, 2016

Prepared by:

Mark Paulsen

Golden State Fire Apparatus, Inc.

Proposal

We are pleased to submit the following specifications to you for a **Skeeter Type 5 Rescue-Side** per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

Skeeter Brush Trucks, LLC. a wholly owned company of Siddons-Martin Emergency Group, is a custom fire apparatus manufacturer specializing in Brush-Grass-Wildland fire fighting vehicles. Our 22,000 square foot manufacturing facility is located in Kirby, Texas and is operated by some of the most experienced wildland firefighting vehicle manufacturing individuals in the business. Our performance and quality minded approach to manufacturing generates some of the most reliable vehicles in the industry, thus yielding a very high return on investment.

Skeeter Brush Trucks, LLC. provides the very best sole source product and service solutions to the fire service. Skeeter Brush Trucks LLC carries $1,000,000 in liability insurance, with $3,000,000 in excess umbrella liability insurance. The opportunity to place this Skeeter Brush Truck in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Siddons-Martin Emergency Group sales and service professionals are dedicated and experienced in all aspects of the fire apparatus business. Our core business is the sales and service of fire apparatus.

Service Advantage

Siddons-Martin Emergency Group currently staffs eleven (11) service centers located throughout Texas, Louisiana, and New Mexico, and maintains a fleet of service vehicles to provide on-site service of your SKEETER Brush Truck. The Siddons-Martin Emergency Group Service Department is dedicated to the fire service and provides service and maintenance exclusively on fire apparatus. Siddons-Martin Emergency Group employs numerous EVT trained technicians and is constantly engaged in continuing factory and EVT training classes and programs in order to stay abreast of the rapidly improving technologies incorporated within today’s fire apparatus. SMEG is an authorized sales and service dealer for Pierce Mfg., and an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories.

Construction and Design

Skeeter Brush Trucks body and component designs are engineered. Body construction (unless otherwise noted) is done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house, and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

Chassis Operation Manual

The chassis manufacturer shall provide one (1) operational manual. This manual may be in a either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in a either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual

A foam system service, instruction, and operational manual shall be supplied. This manual may be in a either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals

The fire apparatus manufacturer shall provide two (2) operational manuals. These manuals may be in a either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

100044.2 - PAINT

1. Cab Color: Red
2. Cab Secondary Color: N/A
3. Description: Solid Red
4. Bumper Color: Brushed Aluminum
5. Wheel Color: Grey
6. Body Color: Brushed Aluminum
7. Cab Steps: Black Bed Liner

100520.2 - WINDOW TINT

Window tinting for all windows.

100026.1 - CHASSIS SPECIFICATIONS

One (1) FORD F-550, two axle drive 4x4, dual rear wheels (DRW), four (4) door, XL, Crew Cab chassis

Wheelbase: 180"

Cab to Axle: 60"

Grille: black

Tow Hooks: front loops

Driving Front Axle and Suspension: 7,500# HD front package, 7,500# suspension package, stabilizer bar, front shocks, manual hubs

Transfer Case: cab manual controlled high and low range HD front package, manual hubs

Tires: two (2) front tires shall be 225/70R19.50, radial all weather/off road tread

Front Wheels: two (2) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels

Rear Axle and Suspension: 14,706# wide track rear axle, 14,706# suspension package, stabilizer bar,

Differential Gears: 4.88 Gears, Limited slip Rear Differential

Tires: four (4) 225/70R19.50 radial all weather/off road tread

Rear Wheels: four (4) 19.50" x 6.00" steel disc, ten (10)-hole pattern steel disc wheels

Braking System: four (4) wheel disc brake system with an Anti Lock (ABS)

Engine:
- Model: Power Stroke 6.7 turbo-charged diesel
- Number of Cylinders: Eight (8) "V" configuration
- Displacement: 6.7 liters
- Rated Brake Horsepower: 300 at 2800 rpm
- Rated Torque: 660 ft lbs
- Turbocharger

High Idle Control

Cooling System: a coolant mixture protected to -30 degrees Fahrenheit

Exhaust System: horizontally mounted, discharge on right side aft of wheels

Fuel Tank: 40 gallon rear mounted, left side filler extension

DEF Tank:

Transmission: TorqShift six speed automatic

Steering: power steering system

Batteries: two (2) 78 amp-hr 750CCA 12-volt batteries

Alternator: single 220 amp 12 volt

Cab Construction: XL Series two (2) door steel construction, sun visors, tinted glass, roof clearance lights, grab handles interior

Mirrors: black manually telescope fold-away in/out for view adjustment.

Air bags front and air curtains side

Climate Controls: controls for heat, defroster, and air conditioning

Window and Door Controls: manual

Air Bags: driver's and passenger's front, seat side, and side curtain

Cab Instruments: standard type, four (4) rocker switches

Drivers and Passenger Seat: 40/20/40 vinyl bucket type seats with three (3) point safety harness. center flip down seat back. Split fold down rear seats

Printed Manuals: one (1) printed chassis operation manual

Cab Accessories: AM/FM radio, two radio speakers and antenna

Operator Controlled Manual Regen System

Jack and Lug Wrench Set

Color: Ford Race Red

100037.1 - POWER PACKAGE

The chassis shall be equipped with power locks, windows, and mirrors.

100038.1 - PREMIUM CHASSIS UPGRADE KIT

The chassis shall have an upgrade kit (chrome grille, premium sound system, bluetooth compatibility, etc).

100046.1 - CHASSIS LIFT KIT

A 6" heavy duty, 4 link, off road suspension lift kit with heavy-duty off road shocks shall be installed on the Ford chassis. The system is designed to significantly increase wheel travel, in addition to giving the chassis increased ground clearance.

NOTE: THE END USER MUST BE AWARE THAT LIFTING THE CHASSIS AND ADDING LARGER TIRES WILL ALTER THE VEHICLES CENTER OF GRAVITY. THIS WILL AFFECT THE VEHICLES HANDLING CHARACTERISTICS.

IN ADDITION, THE LARGER TIRES WILL AFFECT STOPPING DISTANCE. THE SYSTEM IS NOT RECOMMENDED FOR VEHICLES THAT OPERATE PRIMARILY IN AN ON ROAD ENVIRONMENT. THE SYSTEM IS HIGHLY RECOMMENDED FOR VEHICLES THAT OPERATE IN OFF ROAD OR ROUGH TERRAIN ENVIRONMENTS.

TURNING RADIUS MAY BE REDUCED (if needed) 1-3 DEGREES TO PREVENT TIRE RUB.

100048.1 - FRONT AND REAR SUPER SINGLE TIRES AND WHEELS

The front and rear tires will be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the wheel rating. Wheels for the front and rear axles will be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the wheels will be 6,750# each.

100053.1 - SPARE SUPER SINGLE TIRE AND WHEEL

One (1) spare wheel and tire shall be 335/80R20 22PR, severe service radial all terrain tread. The tire weight rating shall be load range "M", and match the wheel rating. Wheel for the spare shall be 20" x 11.00" steel disc, ten (10)-hole pattern special order for Military/Government off road application. The weight rating of the wheel will be 6,750# each.

100055.1 - MOUNTING SPARE TIRE AND WHEEL

The spare tire and wheel shall be mounted on top of the water tank. An aluminum plate shall be installed with a mounting assembly for the wheel and tire.

100062.1 - FRONT BUMPER

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard protection assembly. The bumper and grille guard shall be brushed aluminum finish.

100058.1 - REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

100063.1 - FRONT BUMPER SKID PLATE

A .250" aluminum skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area.

100065.1 - TRANSFER CASE SKID PLATE, LONG

A removable heavy .250" aluminum skid plate assembly shall be installed to protect the oil pan and transfer case.

100111.1 - CAB STEPS

The cab shall be equipped with painted black steel tubing step assemblies, on each side of the cab.

100086.1 - CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

100543.1 - 12 VOLT POWER SOURCES

Three (3) 12 volt plug-in utility power outlets rated at 15 amps shall be provided in cab. One (1) shall be installed next to the factory outlet in the dashboard and two (2) shall be installed on the rear console vertical face next to the radio speaker.

100662.1 - WIRELESS WINCH CONTROLLER

A Warn 90287 wireless winch controller shall be included. It shall control the winch from up to 50' away, and shall WARN truck/SUV winches with a five-wire control pack. It shall have the following features:

Easy plug-and-play installation
Sealed for protection against the elements
Activation sequence guards against accidental power-ups
Kit includes wireless transmitter, receiver, holster, lanyard and mounting hardware More

100082.1 - WINCH -- FRONT MOUNTED

A Warn Winch Company Model 16.5ti PN68801 16,500# capacity 12-volt electric powered winch shall be shall be permanently installed at the front center bumper extension area . The unit shall include the following:

a) 16,500# rated load
b) Thermo-metric indicator for motor temperature monitoring
c) Cable roller guide assembly
d) 90 feet of 7/16" diameter galvanized cable and hawse fairlead & safety hook assembly shall be supplied.
e) Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

100178.1 - REAR RECEIVER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

100680.1 - FIRE PUMP SPECIFICATIONS

Darley model number 2-1/2AGE 24 K diesel powered, centrifugal portable pump shall be provided. The medium pressure, medium volume pump, gear driven, engine mounted shall meet the following performance requirements:

225 GPM @ 100 PSI
125 GPM @ 150 PSI
50 GPM @ 170 PSI

Pump Design

Pump casing shall be of anodized aluminum and vertically split, with a minimum tensile strength of 33,900 PSI - bronze-fitted. Pump ratio to be selected by the manufacturer’s Engineering Department. Seal rings shall be renewable, double labyrinth, wrap around bronze type. Bearings are to be heavy duty, deep groove, radial-type ball bearings, oversized for long life. Bearings to be protected at all openings from road dirt and water splash with oil seals and water slingers.

Mechanical Seal

The pump shall be furnished with a Darley maintenance free mechanical seal. The mechanical seal shall be a non-contacting, non-wearing seal design. Seal shall be a Silicon Carbide Mechanical seals with welded springs. The stationary face of mechanical seals shall be made from Silicon Carbide, and be extremely hard and of a heat dissipative material, which resists wear and dry running damage much better than conventional Ni-resist and Tungsten Carbide materials

Pump Shaft

Pump drive shaft shall be precision ground, heat treated alloy steel, with a 1-3/8 spline. Gears shall be helical design, and shall be precision ground for quiet operation and extended life. The pump shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine, as well as ease of maintenance and repair. Pump shaft to be precision-ground 416 stainless steel.

Impeller

The impeller shall be a high strength bronze alloy, splined to the pump shaft for precision fit, durability, and ease of maintenance.

Impeller shaft oil seals shall be constructed to be free from steel components except for the internal lip spring. The impeller shaft oil seals shall carry a lifetime warranty against damage from corrosion from water and other fire-fighting fluids.

Pump Transmission

The transmission case shall be cast iron aluminum with adequate oil reserve capacity to maintain low operating temperature. Pump ratio to be selected by the manufacturer’s engineering department. Gears shall be helical in design and precision ground for quiet operation and extended life. Gears to be cut from high strength alloy steel and heat treated. Gear face to be minimum of 1-1/2”. Chain drive and/or design requiring extra lubricating pump is not acceptable.

The pump unit shall be supplied with a control panel for remote mounting, panel light, hour meter / tachometer, pressure gauge, on/off ignition switch, and a low oil pressure light, engine choke, engine throttle

Dimensions & Weight

36”L x 22”W x 26”H, 376lbs (170kg)

Suction – 2.5” NPTF

Discharge – (2) 1.5” NPTF or (1) 2.5” NPTF

Documentation

Pump Warranty/Guarantee to be included with each proposal. Pump warranty shall be for three (3) years. Additional details about the warranty can be found in the Skeeter user's manual of this vehicle.

Engine

Kubota D 902 Diesel: 24 HP, liquid cooled, 12 volt starter, 40 amp alternator, replaceable fuel and oil pump filters

100423.1 - THERMAL RELIEF UNIT

There shall be a Trident model brass thermal relief valve installed in the manifold allowing auto dump at 143° water temperature. The thermal relief valve shall auto close at 118° water temperature. There shall be a hose directing water under the body, but in a location visible by the pump operator.

100272.1 - STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built completely of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

100285.1 - VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

100483.1 - HOSE THREADS

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

100264.1 - EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall be equipped with a muffler and exhaust piping to the underside of the right rear corner of the vehicle body.

100266.1 - FIRE PUMP ENCLOSURE

The fire pump house shall be installed around the pump and engine. The enclosure shall be fabricated of .125" aluminum tread plate. Hinged doors and access panels shall be installed for servicing of the engine.

An engine and pump control panel shall be provided at the rear of the vehicle. The following shall be located at the operator's position:

2.5" discharge pressure gauge
start/stop control
throttle control
low oil pressure warning light

The pump control panel shall be mounted at the right rear corner of the body.

100419.1 - SECONDARY PUMP CONTROLS

The cab shall be equipped with a secondary pump instrument control panel in the cab. This panel shall include the following:

1. On-off start switch
2. Oil and temperature alarm
3. Running indicator light - green
4. Pressure gauge
5. Manual vernier throttle

100267.1 - FUEL SYSTEM FROM CHASSIS FUEL TANK

The fuel system for the auxiliary fire pump shall be plumbed from the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly.

There shall be an electric fuel pump with spin on fuel filter and flexible fuel hose furnished between the chassis fuel tank and the auxiliary pump.

100256.1 - ELECTRIC START WIRING TO CHASSIS

The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

100255.1 - AUXILIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed at the right side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a di-electric surface under pump and bolts through the sub-plates.

100254.2 - PUMP ENGINE OIL DRAIN

The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.

100253.1 - FIRE PUMP MASTER DRAIN

The fire pump shall have a master drain at the bottom of the water pump housing.

100273.2 - FRONT BUMPER MANIFOLD SUPPLY

There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

100270.1 - 2-1/2" GATED INTAKE -- REAR

One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug. The color coded label shall be installed near the control handle.

100283.1 - TANK TO PUMP LINE INSTALLATION

The 2.5" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The valve shall be controlled with a manually operated handle directly on the valve.

100281.1 - WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank. A nameplate label shall be installed next to the valve.

100278.1 - 3/4” GARDEN HOSE DISCHARGE -- REAR

One (1) .75" garden hose discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have a .75" male garden hose threads and cap and nameplate label adjacent the valve control handle.

100274.1 - 2-1/2” DISCHARGE -- REAR

One (1) 2-1/2" discharge shall be installed at the rear pump area, controlled by a quarter turn ball valve. The discharge shall have 2-1/2" NH male hose threads and nameplate label adjacent the valve control handle. The discharge shall be equipped with 2-1/2" female x 1-1/2" chrome plated brass reducer, 1-1/2" chrome cap and chain.

100277.1 - 1-1/2” PRE-CONNECT DISCHARGE -- REAR HOSEBED

One (1) 1-1/2" pre-connect discharge shall be installed on the rear hosebed, controlled by a quarter turn ball valve with direct local control handle in pump area. The discharge shall have 1-1/2" NH male hose threads and nameplate label adjacent the valve control handle.

The valve shall be on the manifold, with a feed line to the rear of the tray.

100288.1 - HOSE REEL

One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions.

The reel shall be mounted on the left side rear corner of the flatbed body.

125407.2 - HOSE REEL COVER

A aluminum diamond plate cover shall be provided for the hose reel. It shall have a hinged access door on the top, and an opening for the hose to properly exit the reel. The cover shall allow for manual operation of the hand rewind crank if needed.

100292.1 - REEL CAPACITY

The hose reel shall have a capacity of 150 feet of hose.

100295.1 - HOSE REEL DISCHARGE

One (1) 1" discharge shall be piped from the fire pump to the hose reel with flexible high pressure hose. The quarter turn ball valve shall be controlled on pump panel. A nameplate label shall be provided near the valve control handle.

100302.1 - NOZZLE MOUNT

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

100297.1 - HOSE REEL HOSE

One (1) 150' foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

100386.1 - HOSE REEL ROLLER

The hose reels shall be provided with a Hannay left side rear corner mounted stainless steel roller assembly.

100280.1 - GROUND SWEEP DISCHARGES -- FRONT BUMPER

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have an 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweeps nozzles angled accordingly with a 180 degree total front sweep pattern. The flow rate shall be 15-30 gpm.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the monitor and sweep nozzles with automatic low point drains where necessary.

100279.1 - FRONT BUMPER MONITOR

One (1) Akron 3462 Forestry Monitor with quick disconnect (34621103, FM 2NPTX1.5NH, 12V, 125NZ, JY, QD, VLV, RED) shall be installed. The remote monitor shall be located on the front bumper of the apparatus. The monitor shall be an all-electric single waterway monitor constructed of lightweight Pyrolite, with a 2" electric valve.

The monitor shall have a fully enclosed 12-volt motor and gears with a manual override for both horizontal and vertical rotation and may be operated simultaneously. The vertical travel shall be from 45-degrees below to 90-degrees above horizontal with adjustable stops at -20 degrees and +45 degrees. The horizontal rotation shall be 320-degrees with adjustable stops at +-90-degrees.
The logic box shall include coated, solid state components to resist water corrosion. The control joystick shall control the vertical and horizontal rotation of the monitor and the pattern of the nozzle.

The nozzle shall be 30-125 gpm adjustable.

The Akron "FireFox" monitor shall include a weather-tight enclosure and joystick controls mounted on the center cab console area. The joystick control shall include a valve trigger and following controls functions:

Water Valve: ON/OFF
Monitor: RIGHT/LEFT
Monitor: UP/DOWN
Pattern Control: STRAIGHT/FOG

100424.1 - FOAM SYSTEM

A Trident Foamate ATP 1.0 foam proportioner shall be installed. The unit shall be adjustable, permitting various foam ratio percentages to be deducted depending on the nozzles in use. It shall have a foam capacity of up to 400 gpm. Foam selection percentages between .3 and 1% shall be available. The foam system has been designed for simplicity of operation and maintenance. A flush system shall be installed.

100226.1 - WATER TANK GAUGES

A Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED -
One (1) Class 1 112124 “Intelli-Tank” mini water tank level gauge shall be installed in the cab or center console (if so equipped). The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

100200.1 - WATER TANK SPECIFICATIONS

The water tank shall have a capacity of 400 gallons.

100205.1 - NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

100206.1 - WATER TANK SIGHT GAUGE

The water tank shall be equipped with clear water level sight gauge in the rear wall of the tank.

100207.1 - FILL TOWER LOCATION

The tank fill tower shall be located in the left rear corner of the water tank.

100209.1 - VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

100213.1 - TANK TO PUMP CONNECTION

A 3" pipe shall be provided on the water tank for connection of the tank to the suction side of the pump with a flexible hump hose assembly. The tank suction valve and hump hose required to complete this connection shall be supplied by the final assembler.

100214.1 - PUMP TO TANK CONNECTION

A 1" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

100216.7 - WATER TANK DRAIN PROVISIONS

A 1.5" quarter turn drain valve shall be installed in the bottom of the water tank, for draining and flush-out of debris.

100228.1 - FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons.

100232.1 - FOAM TANK AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

100233.1 - FOAM SYSTEM PIPING
A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

100235.1 - FOAM TANK DRAIN AND VALVE PROVISIONS
A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

100239.1 - FOAM TANK GAUGES
One (1) Class 1 foam tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

One (1) Class 1 112124 “Intelli-Tank” mini foam tank level gauge shall be installed in the cab or center console (if so equipped). The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 of a tank. A pressure transducer mounted on the outside of the tank in an easily accessible area.

100549.1 - CUSTOM RESCUE SIDE ALUMINUM BODY
The body will be a custom fabricated severe service rescue-side type, constructed of all aluminum. The body shall be 114” long by 96” wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.

FLAT-BED SUB-STRUCTURE
The body shall have 5” x 1.75” structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500” industrial isolators.

FLAT-BED CROSS-MEMBER SUB-STRUCTURE
The cross-members shall be 3” x 2 5/16"” structural aluminum I beams with cross-members on 12” centers.

FLAT-BED MOUNTING
The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off road conditions.

SQUARE CORNERS -- FLAT-BED
The front corners of the flat-bed body shall be square.

HEADACHE RACK
The front of the body shall have a 2” formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

FUEL FILLER
The fuel filler tube and cap shall be installed at the left hand side, rear of the body.

FENDER PANELS
The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of polished aluminum tread plate. The wheel well openings will be cut out to conform to the wheels.

REAR BODY PANEL
A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 30 degree angle of departure.

PROTECTIVE RAILS
The upper body area shall be protected with radius corner 1” diameter aluminum tube railing assembly installed around the

top of the body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

SIDE BODY COMPARTMENTS, FRONT BODY -- RIGHT AND LEFT SIDES
Two (2) body equipment storage compartments shall be installed at the front of the body just behind the headache rack, one each side of the apparatus. The dimensions shall be approximately: 30" wide, 44" high, and 24" deep. The compartments shall be constructed of .125" aluminum tread plate on all exterior surfaces. Each compartment shall be equipped with a vertically hinged door with a single latch installed. The doors shall be equipped with gas operated door opening assistant cylinders.

Each vertical compartment shall have one (1) fixed shelf.

The compartment floors shall be lined with turtle tile.

100139.1 - SIDE BODY COMPARTMENTS, ROLL-UP DOOR UPGRADE
The two (2) vertical compartment doors shall be upgraded to Roll-Up type doors. The doors shall be built to fit dimensions of the vertical compartments.

100141.4 - FRONT BODY TRANSVERSE COMPARTMENT
A transverse compartment 96” long x 18” wide x 24” high will be installed in front of the water tank. The compartment floor shall be lined with Turtle Tile.

The ceiling of the compartment shall be reinforced to allow a walking surface on top.

100145.1 - DRIVERS SIDE UPPER BODY COMPARTMENT
A body equipment storage compartment shall be installed on the flatbed surface, left side of the apparatus. The dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a roll-up door with latch installed. Turtle tile shall be installed on the floor.

100149.1 - PASSENGERS SIDE UPPER BODY COMPRTMENT
A body equipment storage compartment shall be installed on the flatbed surface, right side of the apparatus. The dimensions shall be approximately 48" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a roll-up door with latch installed. Turtle tile shall be installed on the floor.

100585.1 - UNDER BODY COMPARTMENTS -- REAR BODY, RT AND LT SIDES
Two (2) under flat bed equipment storage compartments shall be installed under the flatbed surface, on the passenger's and driver's side of the apparatus, behind the rear axle. The dimensions shall be approximately: 22" wide, 15" high, and 22" deep. The compartment shall be constructed of .125" aluminum tread plate on all exterior surface. The compartments shall be equipped with a vertically hinged door with latch installed. The compartment shall have turtle tile installed.

100159.1 - UNDER BODY COMPARTMENT -- REAR CENTER
An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The dimensions shall be approximately: 33" wide, 5" high, and 96" front to rear. The compartment shall be by the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed.

100166.1 - REAR SLIDE-OUT TRAY
The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.

100160.1 - INTERIOR COMPARTMENT VENTILATION LOUVERS
The interior of the specified compartments shall be provided with louvered ventilation units.

100161.1 - COMPARTMENT DOOR KEY LOCKS
The hinged compartment doors shall be equipped with key type door locks.

076168.4 - FUEL/DEF DOORS
Two spring loaded doors shall cover the DEF and Fuel filler ports. They will be painted Ford Red.

100162.1 - COMPARTMENT LIGHTING, LED
Two (2) compartments shall be each be equipped with one (1) Grote 61E41, 4" diameter rubber mounted LED light.

100163.1 - AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES
Each exterior compartment light shall be automatically controlled by a door activated switch.

100164.1 - DOOR OPEN LIGHT
A "door open" or equipment operation warning light shall be installed on cab dash. The light shall be flashing LED light with a red lens.

100169.1 - HOSE TRAY -- LEFT SIDE
A hose storage tray shall be installed over the left side equipment compartment, on the left side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 72" long. The hose tray shall be constructed entirely of .125" aluminum tread plate on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum tread plate door on top, enclosed front panel, and open rear area. The hose tray shall be equipped with Turtle Tile floor covering.

100382.1 - TOOL STORAGE TRAY/COMPARTMENT - RIGHT SIDE
A tool storage compartment shall be installed over the right side equipment compartment, on the right side of the apparatus. The dimensions shall be approximately: 16" wide, 8" high, and 72" long. The compartment shall be constructed of .125" aluminum tread plate on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum tread plate door with a latch installed. The compartment shall be equipped with Turtle Tile floor covering.

100180.1 - REAR PULL OUT STEP
There shall be a rear "Pull-Out-Fold-Down" step located at the rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

100181.1 - FOLDING STEP
A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear left side of the body. The step shall be equipped with lighting to NFPA standard.

100325.1 - ELECTRICAL ENCLOSURE
An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the left side compartment with a removable panel. The dimensions of the enclosures shall be approximately 20" high, 18" wide, and 4" deep.

100326.1 - 12 VOLT ELECTRICAL SPECIFICATIONS
The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using Deutsche type connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
All electrical wiring shall be placed in a protective loom or be harnessed.
Exposed connections shall be protected by heat shrink material and sealed connectors.
Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.
Warning lights shall be switched in the chassis cab with labeled rocker type switches located in an accessible location. Individual rocker switches shall be provided only for warning lights provided exceeding the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be appropriately identified as to their function and mounted on a switch panel mounted in the cab convenient to the operator. For easy nighttime operation, an integral indicator light shall be provided to indicate when a circuit is energized.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency "calling for the right of way". When the parking brake is activated, a "blocking the right of way" system shall be automatically activated per NFPA requirements. "Clear" warning lights shall be automatically shed on actuation of parking brake.

100327.1 - ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

100090.1 - BATTERY MASTER DISCONNECT

A battery disconnect system shall be installed to control the 12 volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

100094.1 - BATTERY CHARGER AND120 VOLT SHORE POWER RECEPTACLE

A Kussmaul Autocharge 1000 model #091-215-12-194B, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include a 091-194-IND Digital Status Display Center installed.

It shall also include a 091-55-15-120 15 amp "auto-eject" shore power receptacle shall be provided with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis's engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power.

Location shall be: Determined at the Pre-Construction conference.

100328.1 - DOT IDENTIFICATION LIGHTS
All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

100329.1 - LICENSE PLATE MOUNTING
An LED license plate light shall be installed on the rear vertical wall of the body.

100330.1 - BRAKE, TURN, TAIL LIGHTS
Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The light-heads shall be surface mountable via two screws.

The light-heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light-head shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light-heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

100331.1 - BACK-UP LIGHTS
Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

100068.1 - OFF-ROAD LIGHTS
There shall be two (2) Warn 4" HID (High Intensity Discharge) lights installed on front bumper/grille guard.

100070.1 - NO BUMPER GROUND LIGHTS
There shall be no under bumper ground lights installed.

100074.4 - GROUND LIGHTS - CAB STEPS
Four (4) 4 Wheelen LINV2R Warning and puddle lights shall be installed under the cab step area in compliance with NFPA standards, one (1) on each side of the apparatus, wired to parking brake circuit and a switch in the cab.

100623.1 - UNDER REAR BODY -- GROUND LIGHTS
Two (2) Whelen 20C0CDCD LED ground lights shall be installed under the rear of the body, one (1) each side and automatically activate when the headlights are on or by switch.

100184.5 - WORK LIGHTS
Four (4) Wheelen Pioneer 2.5" Nano NP6BB step lights with clear lens shall be installed, wired to switch on the cab dash. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body headache rack area.

100322.7 - SCENE LIGHTS
Six (6) Pioneer 2.5" Nano NP6BB Bail mount black scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

100108.2 - BACK-UP CAMERA SYSTEM
One (1) Rear View Systems camera system shall be furnished utilizing two (2) cameras which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

One (1) camera shall be installed on the front monitor.

100100.1 - RADIO INSTALLATION

Two (2) fire radios shall be supplied by the purchaser to be installed.

100324.1 - BACK-UP ALARM

One (1) Buyers #BA107 back up alarm shall be installed.

100312.1 - ELECTRONIC SIREN

One (1) Whelen, Model #CCSRN3 CENCOM siren and twenty-one (21) auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted low on the front dash in easy reach of the driver.

100313.1 - SIREN SPEAKER

One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the front bumper.

100310.1 - MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The cab bar light shall be mounted on the headache bar shelf with an aluminum brush guard protective guard assembly.

100309.1 - LIGHTBAR

A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lightheads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights" included.

The lightbars shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

100315.1 - NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lightheads shall be surface mountable via two screws. The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light-heads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER REAR CORNER WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a M6FC chrome flange shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER REAR WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7R 3" x 7" warning lights and a chrome flange shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lightheads configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens.

100570.5 - TRAFFIC ADVISOR, REAR
An LED Traffic Advisor shall be installed at the rear of the body, on the water tank. It shall have a controller installed in the center console (if so equipped), or on the chassis dashboard.

The Traffic Advisor shall be controlled with the Cencom Controller. It shall have an aluminum tread plate box protecting it.

076169.3 - GOLD LEAF
Graphics are to be designed and created by RJ Marx. Graphics package to be installed by Golden State EVS.

100343.1 - FRONT CHEVRON STRIPING
There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6” diamond grade striping in the following colors:

The first color shall be red diamond grade

The second color shall be lime yellow diamond grade

100345.1 - REAR CHEVRON STRIPING
There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6” diamond grade striping in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

100346.1 - CAPACITIES PLACARD
The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity
Pump Capacities
NWCG Typing
Skeeter Contact Information

100348.1 - FOAM NOZZLE
One (1) Task Force Tips model # DS1040BCP Bubble Cup dual gallonage foam nozzles with stainless steel shutoff ball shall be supplied. The nozzles shall be capable of producing either a fog or straight stream with the ability to instantly aspirate foam by sliding a sleeve forward. For corrosion resistance the nozzles shall be constructed from hardcoat anodized aluminum. An integral pistol grip handle shall be positioned directly below the valve handle. The nozzles shall be configured for flow settings of 10 and 40 GPM at 100 PSI, and have a 1" female NH swivel rocker lug inlet and have a twist off position for positive shut off of the water flow.

100350.1 - SPANNER AND HYDRANT WRENCH SET WITH MOUNTING BRACKET
One (1) Kocheck lightweight spanner wrench holder shall be installed. The bracket shall hold one (1) hydrant wrench and two (2) universal spanners. It shall be mounted on the rear vertical exterior panel of the left side compartment.

100040.1 - CHASSIS PREPARATION
The chassis cab shall be "prepped" for fire apparatus production as follows:
a) Wash and clean chassis
b) Weigh chassis for NFPA reports
c) Quality control check in.

100041.1 - SEATING
There shall be a label identifying the number of seat belted locations on the unit.

100042.1 - WARNING LABEL -- SEAT BELT USAGE
A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

100043.1 - LOUD NOISE WARNING LABEL
A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

100135.1 - WARNING LABEL -- NO RIDING ON REAR
A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

100196.1 - FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS
The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. On completion, the apparatus shall be totally ready for final inspection and road testing as required by the general requirement section for this specified vehicle.

100361.1 - FIRE PUMP TEST
The fire pump shall undergo factory fire pump run-in tests for a minimum of 2 hours prior to delivery of the completed apparatus. The factory pump testing results shall be furnished on delivery.

100362.1 - ELECTRICAL LOAD ANALYSIS
A 12 volt electrical load analysis shall be provided to denote response and stationary modes of electrical amp load.

100363.1 - COMPLIANCE
The fire apparatus shall be built to the purchaser's requirements in compliance to all State, Local, and Federal highway safety requirements. The vehicle is not intended to meet any or all standards of the NFPA.

100364.1 - FACTORY FIRE PUMP TEST
The pump shall undergo an full in factory fire pump test, which shall be witnessed and certified test by the factory engineer, prior to delivery of the completed apparatus. The factory test acceptance certificate shall be furnished with the apparatus on delivery.

100365.1 - ROAD TEST
A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

100366.1 - APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS
A five (5) year parts and labor warranty on items manufactured by Skeeter Brush Trucks. Skeeter Brush Trucks is a subsidiary of Siddons/Martin Emergency Group, a Pierce Platinum Dealer, which has 13 service centers between Texas, Louisiana, and New Mexico. In the event the apparatus is deployed outside of its normal area of operational, warranty and service can be performed at any Siddons-Martin facility at the discretion of the fire department. For warranty issues please contact your local Siddons-Martin or Skeeter Brush Truck service center and request warranty from the service advisor at that location.

100368.1 - FIRE PUMP WARRANTY

Hale Products, Inc., herein referred to as “Hale”, warrants products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of three years (3). This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence or accident, and is not altered, treated or repaired by someone other than Hale or its designee. Items not manufactured by Hale shall bear only the limited warranties offered by their respective manufacturers.

The exclusive remedy for breach of this warranty shall be to give Hale written notice thereof and to request a Returned Goods Authorization. Upon receipt of the Returned Goods Authorization, the buyer will return the non-conforming material to Hale F.O.B. its plant within thirty days after the buyer has received the Returned Goods Authorization. Thereupon Hale at its own election shall repair or replace the same or repay the price thereof. No proximate, incidental, consequential or other damages shall be recoverable. Hale shall not be liable for consequential damages or contingent liabilities including; but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water property damage, and consequential trade or other commercial loss arising out of the failure of Manufacturer’s product.

HALE MAKES NO WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER LIKE OR DIFFERENT EXPRESS OR IMPLIED WARRANTIES EXCEPT AS MADE ABOVE. More

100369.1 - WATER TANK WARRANTY

MANUFACTURE LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacture issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

Manufactures specific warranty will be issued at pre-construction meeting.

100351.1 - PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be conducted at the manufacturer's plant. The transportation to this meeting shall be the responsibility of purchaser.

100353.1 - TERMS OF PAYMENT AND PREPAYMENT PROVISIONS

Terms of payment for the specified vehicle shall be only cash on delivery and acceptance for the unit. No bid will be considered which requires the purchaser to deposit with the bidder a down payment, prepayment of chassis, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for immediate rejection of the bid.

100356.1 - DEMONSTRATION AND FAMILIARIZATION OF VEHICLE

The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall included operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Brush Trucks factory location in Kirby, Texas.

100358.1 - DELIVERY REQUIREMENTS

The apparatus shall be picked up at the manufacturer's plant by the purchaser.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PURCHASE OF A NEW BRUSH TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the City of Woodland wishes to enter into a Purchasing Agreement with Skeeter Brush Trucks for the purchase of one (1) new Skeeter Brush Truck from Golden State Fire Apparatus through the Houston-Galveston Area Council (H-GAC), under Contract #FS12-15, YB03 in the amount of $249,775.00;

WHEREAS, the City Council acknowledges that the purchase of a new Brush Truck was previously approved by the City Council in the adoption of the Fiscal Year 2016/2017 budget in the amount of $350,000 and $17,000 in annual replacement reserves (Fixed Costs);

WHEREAS, the City of Woodland wishes to increase the Fixed Costs by $6,743.00 over the approved budget to adjust for the future replacement cost of the apparatus;

WHEREAS, the City Council acknowledges that the H-GAC is a regional council of governments operating under Texas State laws to award competitively bid contracts to local governments nationwide, to include contracts for Fire Service Apparatus purchase under Contract #FS12-15, YB03;

WHEREAS, the City Council acknowledges that Skeeter Brush Trucks is an authorized dealer of Fire Service Apparatus under H-GAC Contract #FS12-15, YB03;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby authorizes the City Manager to enter into a Purchasing Agreement with Skeeter Brush Trucks for the purchase of one (1) new Skeeter Brush Truck from Golden State Fire Apparatus through the Houston-Galveston Area Council, under Contract #FS12-15, YB03 in the amount of $249,775.00, and authorize the net increase of $6,743.00 in Fixed Costs over the approved budget to adjust for the future replacement costs of the apparatus.

PASSED AND ADOPTED by the City Council on this 23rd day of August 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

ATTEST:

Ana Gonzalez, City Clerk

File #: 16-666, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Approve Contract Amendment with Wood Rogers, Inc. to Provide an Update to the Storm Drainage Facilities Master Plan for the South Urban Growth Area, CIP 11-13

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute contract amendment #2 with Wood Rogers, Inc. to provide an update to the Storm Drainage Facilities Master Plan (SDFMP) for the South Urban Growth Area (SUGA), CIP 11-13, for an amount not to exceed $70,000.

Staff Contact

Chris Fong, Senior Associate Civil Engineer, (530) 661-5972, Chris.Fong@cityofwoodland.org

Fiscal Impact

This project is included in the approved Capital Improvement Project (CIP) budget with a total budget of $2,000,000 funding from the Spring Lake Infrastructure Offsite Improvements Fund.

The requested increase of $70,000 from the existing contract amount of $343,604 will result in a total cost not to exceed $413,604.

There is no impact to the General Fund.

Background

The current SDFMP was last revised in February 2006 and an update is needed due to changes made to the Spring Lake and Gibson Ranch drainage areas (SUGA). On July 2, 2014, the City Council approved a contract with Wood Rogers to update the SDFMP for $227,604. The City entered into a contract with Wood Rogers for the work on July 3, 2013. The SDFMP update identifies the backbone storm drainage facilities that are necessary to support buildout of the City's SUGA. Various options for facilities necessary to serve only the Spring Lake Specific Plan Area are also identified in the update.

On July 1, 2015, the City Council approved, by Resolution No. 6492, the execution of contract amendment #1 with Wood Rogers, Inc. for an amount not to exceed $116,000. The additional funding in amendment #1 was necessary to (1) provide the City with storm drainage facility project phasing for the Spring Lake Specific Plan; and (2) provide a cost allocation report for the storm drainage facilities identified in the SDFMP update.

Storm drainage analysis is complicated due to the nature of analyzing large areas of land that contribute into a watershed area. The second amendment is necessary to (1) revise the modeling to mitigate impacts to Spring Lake development and (2) explore phasing alternatives due to the high costs associated with the identified storm drainage facilities.

Based on the phasing analysis that comes out of this 2016 SDFMP update, staff will return to Council with authorization to design the first phase of drainage improvements which will support the continued build out of Spring Lake.

Conclusion

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute contract amendment #2 with Wood Rogers, Inc. to provide an update to the Storm Drainage Facilities Master Plan (SDFMP) for the South Urban Growth Area (SUGA), CIP 11-13, for an amount not to exceed $70,000.

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, Community Development Direction

Paul Navazio, City Manager

ATTACHMENT:
Attachment A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONTRACT AMENDMENT WITH WOOD ROGERS,INC. TO PROVIDE AN UPDATE TO THE STORM DRAINGE FACILTIES MASTER PLAN FOR THE SOUTH URBAN GROWH AREA, CIP 11-13.

WHEREAS, the City of Woodland wishes to enter into a contract amendment with Wood Rogers, Inc.; and

WHEREAS, the City Council approved a design services agreement contract with Wood Rogers, Inc. for $227,604 on June 2, 2013 to update the Storm Drainage Facilities Master Plan (SDFMP) in the South Urban Growth Area; and

WHEREAS, on July 3, 2014, the City of Woodland and Wood Rogers entered into a Professional Services Agreement to update the SDFMP; and

WHEREAS, on July 21, 2015, the City Council authorized contract amendment no. 1 for an amount not to exceed $116,000 to provide a revised phased storm water master plan report with the adoption of Resolution No. 6492; and

WHEREAS, the City Council wishes to approve contract amendment no. 2 to provide additional storm water master plan services not to exceed $70,000, and authorizes its execution through adoption of this resolution.

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

Section 1. The City Council hereby approves the contract amendment for up to $70,000. The City Manager is hereby authorized and directed to execute the contract amendment, 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 herein does not change.

PASSED AND ADOPTED this ________ day of ___________ 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

File #: 16-668, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016
SUBJECT: Approval of Management Agent Selection for Leisureville Community Association

Recommendation for Action: Staff recommends that the City Council approve the selection of DBRE Consulting as the new management agent for the Leisureville Community Association (LCA).

Staff Contact

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

Fiscal Impact

None.

Background

The City in 1995 provided a $1,227,381 HOME/CDBG housing loan to assist LCA, a non-profit owner cooperative, with the purchase of the Leisureville development and provided funding for LCA's loan share program which benefits low-income households purchasing spaces at Leisureville.

Discussion

The Regulatory Agreement recorded for the Leisureville project includes the following provision.

> The Cooperative shall contract with a management agent approved by the City in its reasonable discretion. The management agent shall follow the management plan approved by the City.

Berkley Management served as the management agent for LCA until August 1. Last month, Berkley asked to be released from its contract with LCA. The LCA Board initiated a process to select a new management agent and selected DBRE Consulting.

LCA's management agent has a number of responsibilities including but not limited to preparing the annual budget; overseeing maintenance contractors; tracking expenditures and revenues; issuing payments to vendors; enforcing LCA bylaws, policies, and occupancy requirements under the direction of the LCA Board of Directors; and completing compliance reporting to the City and other entities.

Founded in 2010, DBRE Consulting is a real estate management firm specializing in residential multi-family, mobile home park, and retail commercial property management in Northern California. DBRE's property management portfolio includes four mobile home parks with a total of 419 spaces in El Dorado County, Penngrove, Santa Jose, and Santa Cruz. DBRE has offices in Davis and Pinole.

Conclusion

Staff recommends that the City Council approve the selection of DBRE Consulting as the new management agent for the Leisureville Community Association (LCA).

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio

Paul Navazio, City Manager

Attachments:
1. Management Services Agreement between LCA and DBRE Consulting
2. Background Information for DBRE Consulting

MANAGEMENT AGREEMENT

BY AND BETWEEN

Leisureville Community Association, Inc.

AS OWNER

AND

DBRE CONSULTING INC,
A CALIFORNIA CORPORATION,
AS MANAGER

DATED AS OF

July 15th, 2016

FOR MANAGEMENT OF LEISUREVILLE COMMUNITY ASSOCIATION,
A COOPERATIVE COMMUNITY FOR SENIORS

LOCATED AT

1313 E. GIBSON ROAD

WOODLAND, CALIFORNIA, 95776

DB JG

MANAGEMENT AGREEMENT

This **AGREEMENT ("Agreement")** is made and entered into this **15th day of July 2016**, by and between **Leisureville Community Association, Inc.** (the **"Association"**) and **DBRE Consulting Inc.**, a California corporation (**"Manager"**).

RECITALS:

A. The Association owns a certain Property defined in Section 1 below and wishes to retain a manager for said Property;

B. Manager is qualified and properly licensed to manage said Property and render the services required by the Association in the management of said Property;

C. The Association and Manager desire to set forth the understandings and agreement between them with respect to the services to be performed by Manager, the compensation to be paid to Manager and other matters relating thereto;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration and the compensation to be paid as set forth herein, the parties hereto agree for themselves and their respective successors and assigns as follows:

1. CERTAIN BASIC PROVISIONS.

1.1. The Property. The Property that is the subject of this Agreement is the 150-space cooperative mobile home park commonly known as Leisureville, located at 1313 E. Gibson Road, Woodland, California, 95776.

1.2. Effective Date. The Effective Date of this Agreement is **August 1st, 2016,** being the date upon which obligations, services, and agreements described herein shall commence.

1.3. Ownership of Property Information and Materials. All reports, charts, advertising materials, marketing materials, leasing materials, management materials and other such documents and information produced by Manager in connection with the Property shall be deemed the sole and exclusive property of the Association.

1.4. Confidentiality. Manager will use reasonable efforts to cause its officers, directors, employees, representatives, agents, consultants and advisors to hold in strict confidence, all information furnished to Manager by the Association in connection with this Agreement, as well as all information concerning the Property contained in any analyses, compilations, studies or other documents prepared by or on behalf of Manager.

2. ENGAGEMENT.

2.1. On and subject to the terms, conditions and provisions of this Agreement, the Association hereby contracts and appoints Manager as an independent contractor for the sole purpose of performing management and leasing services described in this Agreement. Manager hereby accepts such appointment and agrees to use commercially reasonable good faith efforts to perform all of the management and operational services necessary or incidental to the management, leasing and operation of the Property as more particularly described in this Agreement.

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2.2. **Term**. The term of this Agreement shall commence on the Effective Date and shall continue until termination as provided in Section 8 below.

3. MANAGER'S DUTIES AND AUTHORITY.

3.1. **Management.** Manager shall manage, operate and maintain the Property in a commercially reasonable, diligent, careful and professional manner to maximize all potential revenues to the Association and to minimize expenses and losses (as well as liability) to the Association. Manager shall at all times act in good faith and in a fiduciary capacity with respect to the administration of the Association's funds and the proper protection of and accounting for the Association's assets. In this capacity, Manager shall deal at arm's length with all third parties.

3.2. **Authority.** The Association hereby grants to Manager the authority to undertake the actions required herein including, but not limited to: the authority to enter into service, maintenance and repair contracts on the Association's behalf; and the authority to prosecute unlawful detainer actions and terminations.

3.3. **Property Operations.**

3.3.1. **Collection of Monies.** The Association's Office Manager, under the supervision of Manager, shall identify and collect all rents, deposits, fees and other sums payable with respect to the Property in a timely and diligent manner. All monies collected by the Office Manager for the benefit of the Association shall be deposited into the Association's Operating Account (see Paragraph 6.1 below for definition).

3.3.2. **Supervision of On-Site Employees.** Manager shall direct, supervise, and discharge all personnel and services reasonably required for the operation and maintenance of the Property, provided however that all employees employed at the Property shall be employees of the Association. Costs of park employees' compensation, insurance, and payroll tax withholding shall be paid directly from the Association's Operating Account on a periodic basis.

3.3.3. **Compliance with Laws.** Manager shall maintain the Property in compliance with all Applicable Laws. Manager shall notify The Association of any violation of any such Applicable Laws as soon as Manager becomes aware of such violation, and shall promptly remedy any violation of any such Applicable Law. Expenses incurred in remedying violations of Applicable Laws may be paid from the Operating Account subject to the terms of this Agreement.

3.3.4. **Use of Property.** Manager shall not permit the use of the Property for any purpose that might cause the loss of insurance coverage or that may be in violation of any Applicable Laws. Manager shall use its best efforts to cause the resident members of the Property (or portions thereof) to comply with the obligations in their respective resident agreements and/or leases.

3.3.5. **Repairs.** Subject to the terms of this Agreement, Manager shall cause to be made and supervise all ordinary and extraordinary repairs, decorations and alterations, capital improvements, remodeling and improvements.

3.3.6. **Emergency Situations.** Manager shall notify the Association immediately of any fire, accident or other casualty or other emergency involving the Property. If Manager, in its reasonable business judgment, concludes that repairs or replacement are immediately necessary for the preservation of any portion of the Property or safety of persons, then (a)

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Manager may take immediate action to stem or alleviate said emergency, (b) funds expended by Manager directly in connection with the resolution of said emergency shall be paid from the Operating Account, and (c) the Association shall be informed of any such emergency at Manager's soonest practicable opportunity.

3.3.7. Applicant Processing. Manager shall use reasonable efforts to carefully evaluate and investigate all prospective members, including, without limitation, the creditworthiness of such persons or entities. Manager and the Association agree that there will be no unlawful discrimination against any persons by reason of age, race, color, religion, creed, handicap, sex or national origin.

3.3.8. Enforcement of Rights. With regard to each and every lease or other occupancy or use agreement relating to the Property, Manager shall give prompt written notice of any delinquency or violation thereunder to the delinquent member or party. Manager shall use reasonably commercial efforts to collect such delinquent accounts or cure violations. Manager shall diligently enforce the Association's rights including, without limitation, taking the following actions as may be deemed necessary or appropriate by Manager: (a) terminating tenancies, (b) signing and serving such notices, and (c) instituting and prosecuting unlawful detainer actions and evicting resident members.

3.3.9. Property Taxes. Property Taxes shall be paid directly from the Association Operating Account. Manager shall work with the Association to see that property taxes are paid as required.

4. INSURANCE.

4.1. Public Liability Insurance (the Association). The Association shall carry, at the Association's expense, adequate public liability insurance for the operation of the Property which shall be primary to any coverage that may be held by Property Manager. The Association shall provide certificates of additional insured naming Doug Buzbee and DBRE Consulting Inc as insureds under said policies.

4.2. Comprehensive Crime Insurance/Fidelity Bonds (Manager). Manager shall carry employee dishonesty, public liability, and crime and fidelity insurance/bonds covering the Association against loss, thefts, embezzlements, or other fraudulent acts (including depositor's forgery) on the part of Manager or its employees in connection with the management and operation of the Property in the amount of not less than Five Hundred Thousand Dollars ($500,000). Manager shall provide certificates of additional insured reflecting Leisureville Community Association as an insured under said policy.

4.3. Workers Compensation Insurance (the Association). At its own cost, the Association shall obtain and keep in force workers compensation insurance to cover the Association's employees, as required by California law.

4.4. Workers Compensation Insurance (Manager). At Manager's cost, Manager shall obtain and keep in force workers compensation insurance to cover Manager's employees, as required by California law.

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5. REPORTING AND RECORDKEEPING.

5.1. Books and Records. Manager shall maintain a comprehensive system of complete records, books, contracts, files (including complete and current files of all resident agreements for the Property) and accounts for the Property in a form suitable for audit and which shall belong to the Association.

5.2. Monthly Reports. Prior to the fifteenth (15th) day of each month, Manager shall submit to the Association a comprehensive financial report of the Property to include balance sheet, profit and loss statement, rent roll, and operating bank account statement, and other reports as may be requested by the Association.

5.3. Audit. The Association shall have access to Manager's records, books, and accounts and to all other material pertaining to the Property and shall have the right to audit such books and records. Upon the termination of the Agreement and at the Association's request, Manager shall deliver copies of all books and records pertaining to the Property to a location identified by the Association.

5.4. Other Reporting and Monitoring Requirements. Manager shall prepare other reports as may be required by various regulatory, financing, and affordable housing agreements including Items 1, 4, 5, and 6 listed on **Exhibit A, Leisureville Community Association Monitoring Requirements**. Items 2 and 3 on Exhibit A, will be prepared by the Association's CPA or other qualified financial advisor.

6. ACCOUNTS.

6.1. The Association's Operating Account. The Association currently maintains a bank account (the "Association's Operating Account") which shall be used to deposit all rents, income and other funds collected from the Property, pay property expenses including management fees, and withdraw owner's draws from time to time. Manager shall not maintain a separate bank account associated with the Property.

6.2. Security Deposits. In the event the Association enters into any resident agreements or leases for the Property (or portions thereof), Manager shall maintain an accurate accounting of security deposits collected in relation to the Property.

7. MANAGER'S COMPENSATION AND REIMBURSEMENT.

7.1. Management Fee. The Association shall pay Manager as compensation for its management services a monthly management fee equal TWO THOUSAND EIGHTY DOLLARS ($2,080.00) (the "Management Fee"). The Management Fee for any given month will be payable by the Association before the end of said month upon presentation of an invoice from Manager.

7.2. Reimbursable Expenses. Expenses incurred by Manager in connection with the management or leasing of the Property shall be reimbursed to Manager by the Association on a monthly basis upon presentation of an invoice for reimbursable expenses from Manager, which invoice shall include a full accounting of reimbursable expenses claimed. The Parties agree that reimbursement of Manager's reimbursable expenses is likely to be a rare occurrence, and likely to be required only after emergency situations.

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8. **TERMINATION.** Either party may terminate this Agreement without cause by delivering the non-terminating party thirty (30) days prior notice in writing.

9. **NOTICES.** All notices, demands, consents and reports provided for in this Agreement shall be in writing and delivered in person, by electronic mail, or by certified or registered mail at the address set forth below or such other address as given in writing by one party to the other:

The Association:	Manager:
Leisureville Community Association	DBRE Consulting Inc.
1313 E. Gibson Road	3500 Anderson road
Woodland, CA, 95776	Davis, California 95616
Attn: Joyce Johnson, President	Attn: Doug Buzbee
Phone: (530) 668-6329	Phone: (925) 766-3882
Jdakotasma59@att.net	dbuzbee@dbreconsulting.com

10. **INDEMNIFICATION.**

10.1. The Association shall indemnify, defend and hold harmless Property Manager for, from and against all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees and court costs, sustained or incurred by or asserted against Property Manager by reason of or arising out of Property Manager's duties and obligations pursuant to the terms of this Agreement.

10.2. Manager shall indemnify, defend and hold the Association harmless for, from and against all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorney's fees and court costs, sustained or incurred by or asserted against the Association by reason of or arising out of Manager's breach of the duties and obligations which it is required to perform by the terms of this Agreement.

11. **MISCELLANEOUS.**

11.1. **Time of the Essence.** Time is of the essence for each provision of this Agreement.

11.2. **Severability.** Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

11.3. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of California.

11.4. **Authorization.** By executing this Agreement, both parties represent that they are authorized and have the power to enter into this Agreement.

11.5. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. EXECUTION.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

The Association:

By: Joyce Johnson
Name: Joyce Johnson
Title: President

Manager:

DBRE CONSULTING INC.,
a California corporation

By:
Name: Douglas Buzbee
Title: President

Exhibit A

Leisureville Community Association Monitoring Requirements

	Requirement	Due Date	Source
1	Semi-annual report detailing the residents, their space numbers, and whether they are low-income.	March 1 (July 1 – Dec 31 period) and Sept 1 (Jan 1 – June 30 period).	Regulatory Agreement
2	Submittal of annual audit.	April 1 for previous year.	Loan Agreement
3	Residual receipts calculation – The calculation should be included in the annual audit. If residual receipt is generated, City receives payment and applies it to accrued interest of LCA loan.	April 1 for previous year (and calculation included in annual audit).	Loan Agreement
4	Calculate annual monitoring fee with CPI increase and provide to Finance Department for monitoring fee billing.	April.	Regulatory Agreement
5	Review of proposed annual budget and either approval or disapproval of budget.	Oct 31 (Proposed annual budget shall be submitted to City no later than 2 months prior to upcoming budget year).	Regulatory Agreement
6	Income review of new tenants seeking to receive loan from CDBG-funded loan share program. Tenant must meet the current CDBG/HOME income limits for a low-income household. All new tenants are required to purchase a "share" in the Leisureville Mobile Home Park.	Ongoing basis.	Regulatory Agreement

HOME ABOUT US PROJECTS & PROPERTIES TESTIMONIALS CONTACT

DBRE Consulting Inc is a professional real estate management firm providing services to clients that own commercial assets throughout northern California. DBRE specializes in residential multi-family management, mobile home park management, and retail commercial property management.

DBRE provides real estate management services throughout the Bay Area, the Sacramento area, and all points in between. DBRE maintains full accounting and financial control systems and personnel to provide accurate and timely accounting and reporting of funds under management.

DBRE is a member of the Institute of Real Estate Management, the California Receiver's Forum, and the Western Manufactured Housing Communities Association. DBRE's president, Doug Buzbee, is a licensed real estate broker and a Professional Engineer (civil) in the state of California.

We have an unyielding commitment to our clients' interests and are committed to the highest level of service.

Competencies

Property management — rent collection, tenant screening, project and vendor management, turn-over, payables, code compliance, tenant communication, training and oversight of on-site personnel, operating funds management and financial reporting

Leasing — market evaluation, pricing, advertising, lease negotiation, document preparation, and tenant improvements

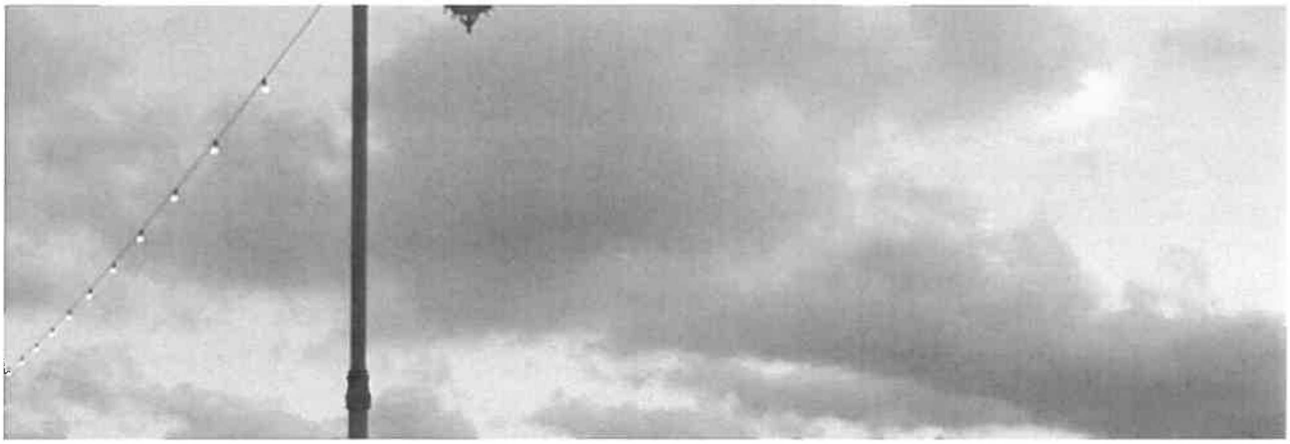
Bookkeeping and Payroll — complete financial management and reporting and payroll processing for client on-site employees including payroll tax payments and reporting

Construction Management — project scoping, solicitation of qualified bids, evaluation and presentation of bids on an "apples-to-apples" basis, contracting, scheduling, management of work output and quality, progress payments to contractors

Financial Analysis and Underwriting — general market analysis, revenue projections, cost underwriting, project valuation based on various capital and debt scenarios; evaluation of assessments and bond districts and impacts on property value

Due Diligence Investigation — analysis of project entitlements, expense and revenue analysis, title matters, property taxes and carry costs, physical condition of buildings, storm water and local agency code compliance

Asset Stabilization — possession of premises, code compliance, site and building security, insurance and risk management, unlawful detainer actions, and lease-up



HOME ABOUT US PROJECTS & PROPERTIES TESTIMONIALS CONTACT

Principal

Doug Buzbee, President

Doug founded DBRE Consulting in 2010 to serve institutional clients that were faced with management and disposition of distressed real estate assets and since then has managed over 50 assets valued at over $50 million. Since the recovery of California's economy, DBRE has evolved into a professional management firm of large stabilized real estate assets including apartment buildings, mobile home parks, and retail strip centers.

Doug began his career in 1990 as a U.S. Navy Civil Engineer Corps (CEC) officer stationed in Subic Bay, Philippines. Doug served as a CEC officer until 2000 during which time he oversaw millions of dollars of construction contracts in Asia and Europe, managed a 1,600 unit on-base housing complex in Ventura County, California, and oversaw a facilities management program for Navy-owned facilities with a plant value of over $1 billion in Rota, Spain. After serving in the Navy, Doug worked for several real estate development companies in northern California including KB Home, Reynolds and Brown, and Silverwing Development. Doug's development experience has focused on financial underwriting, due diligence investigations, acquisitions and dispositions, project design, development, and capital sourcing.

Doug has an MBA and a Master's of Science in Civil Engineering from the University of California, Berkeley, is a registered professional engineer, and is a licensed real estate broker in the state of California.

Property Management

Joe Smithonic, Regional Property Manager

Joe joined DBRE in 2013 and now serves as regional manager overseeing projects located throughout the Bay and Sacramento areas. Joe is responsible for property

inspections, property reports, rent collection, vendor and project management, tenant accounts, and tenant communications.

Prior to DBRE, Joe worked in the residential construction industry remodeling homes in the Sacramento area. Joe holds a Bachelor's Degree in Civil Engineering from U.C. Davis (with Highest Honors) and is a member of the Chi Epsilon National Civil Engineering Honor Society. Joe is a licensed real estate sales agent in the state of California and is in the process of obtaining a broker's license.

Josie Averilla, Office Manager

Josie has over ten years' experience in property management operations with various companies in the Bay Area. At DBRE Josie coordinates with on-site managers to maintain all tenant files, prepare leases, oversee property compliance and licensing issues, and administer vendor contracts. Josie attended college at San Francisco State University and holds an Associate's Degree in Administration and Computer Applications from Heald Business College.

Accounting and Bookkeeping

Iveta Tomaska, Accounts Manager

Iveta has over 10 years' experience in bookkeeping and payroll administration for various types of businesses. Iveta manages the financial books of all DBRE-managed properties and projects, including all tenant, client, and vendor accounts. Iveta prepares property financial reports for DBRE properties on a monthly basis. Iveta manages payroll for DBRE employees and employees of DBRE managed properties including state and federal payroll tax payments and reporting.

Contact DBRE

Thank you for your interest in DBRE Consulting. We're looking forward to hearing from you soon.

Doug Buzbee

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O: (510) 741-9500
M: (925) 766-3882

Joe Smithonic

jsmithonic@dbreconsulting.com
O: (510) 741-9500
M: (925) 207-2514

Office Locations

Pinole Office

621 Quinan Street, Suite A
Pinole, CA 94564

Davis Office

3500 Anderson Road
Davis, CA 95616

100 Space Mobile Home Park

Santa Cruz, California

The property is comprised of 100 mobile home spaces, a community hall, office, and roads and common areas. Gross income is roughly $50,000 per month with net income of over $30,000, reflecting an expense ratio of just 35%.

155 Space Senior Mobile Home Park

El Dorado County, California

The property is comprised of 155 mobile home spaces, a community swimming pool, office, and roads and common areas. Gross income is roughly $115,000 per month with net income of over $50,000.

In addition to property management, DBRE manages payroll and HRO issues for on-site park employees.

120 Space Mobile Home Park

San Jose, California

The property is comprised of 120 mobile home spaces, a community swimming pool, office, and roads and common areas. Gross income is roughly $80,000 per month with net income of over $35,000.

Within the first 6 months of management under DBRE, occupancy increased by 4% from 93% to 97%.

Commercial

Multifamily

Mobile Home Parks

Industrial

Residential Subdivision

44-Space Mobile Home Park

Penngrove, California

DBRE has managed this property since mid-2012 after it had been foreclosed by a regional bank. DBRE stabilized the asset, implemented new leases with all tenants, completed deferred maintenance projects including an upgrade of the main electrical service and replacement of overhead electrical wires, corrected over 50 park and tenant-level violations issued by the California Department of Housing and Community Development, conducted evictions, leased vacant spaces, and conducted a warehouse lien sale on an abandoned unit.

Industrial

20,000 SF Warehouse

San Francisco, California

DBRE took possession of the property from the prior owner who continued to occupy the property after the property was foreclosed.

DBRE completed back-flow device testing and inspection, elevator certification, repair and certification of fire detection and suppression systems, and prepared a detailed strategic analysis of roof repair and replacement options based on quotes and professional opinions from several roofing companies.

File #: 16-669, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Approval of Three Subrecipient Agreements with the Yolo Wayfarer Center Funded through the 2015 Continuum of Care Competition

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2015 Continuum of Care program competition in the aggregate amount of $64,972 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 four grants, $4,112, for administration in order to defray the City’s costs in administering the grants.

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 2016 (CoC program year 2015) the City applied for seven separate CoC grants. HUD awarded the City six of the seven grants and has issued grant agreements/scopes of work for the following three grants.

- PSH (2009) for Chronically Homeless Individuals (Renewal Grant in the amount of $24,700)
- PSH (2010) for Chronically Homeless Families (Renewal Grant in the amount of $24,880)
- Reallocation (2012) to Serve CH Families 2015 ($15,392)

HUD notified the City of conditional grant awards for the following three grants. Subrecipient agreements will not be prepared until HUD has released the grant agreements/scopes of work.

- Reallocation from TH to PSH ($149,855)
- Reallocation (2013) PSH 2015 ($24,181)
- Reallocation (2014) Project 2015 ($9,499)

HUD did not award funds for the seventh grant, Bonus Project PSH 2015 ($78,761 grant amount). The grants awarded to the City will be used by the Yolo Wayfarer Center to provide permanent supportive housing for chronically homeless individuals and families. All of the individuals assisted by the grants will receive supportive services.

<u>Conclusion</u>

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2015 Continuum of Care program competition in the aggregate amount of $64,972 and authorizes the Finance Officer to amend the budget as necessary.

<u>Public Contact</u>

Posting of the City Council agenda.

Prepared by: Dan Sokolow
Senior Planner

Reviewed by: Christine Engel
CSD Director

Paul Navazio

Paul Navazio, City Manager

Attachments:
1. Resolution
2. Subrecipient Agreements (three)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE THREE SUBRECIPIENT AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR CONTINUUMM OF CARE PROGRAM GRANTS

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 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 three subrecipient agreements in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the amounts of $24,700 (PSH (2009) for Chronically Homeless Individuals), $24,880 (PSH (2010) for Chronically Homeless Families), and $15,392 (Reallocation (2012) to Serve CH Families 2015), and any other documents necessary to implement these programs;

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 23rd day of August, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

ATTEST:

____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(2015 Renewal of 2009 Permanent Supportive Housing Project to Serve Chronically Homeless Individuals)

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 ______, 2016 (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 2015 (but PY 2016).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, 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: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2015 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 2015 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 April 5, 2016, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2015 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 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 Doug Zeck, Chief Executive Officer 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 "City Manager"), 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 Twenty-Four Thousand, Seven Hundred Dollars ($24,700) (less administrative costs of $1,534 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 chronically homeless individuals 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 Twenty Four Thousand, Seven Hundred Dollars ($24,700) 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 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 July 1, 2016 and shall terminate on June 30, 2017 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 City Manager, 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 (3^{rd}) 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 Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

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: ______________________________________
Doug Zeck
Chief Executive Officer

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 95695.

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 Chief Executive Officer 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: Permanent Supportive Housing for chronically homeless individuals 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 Twenty-Four Thousand, Seven Hundred Dollars ($24,700), WOODLAND shall retain a total of One Thousand Five Hundred Thirty-Four Dollars ($1,534) 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 chronically homeless individuals) 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 Twenty-Four Thousand, Seven Hundred Dollars ($24,700) less City administrative costs of ($1,534) 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 July 1, 2016 and terminating on June 30, 2017.

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.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	6,573		
2 Supportive Services*	4,384		
3. Operations**	12,209		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	23,166		
6. Administration	1,534		
7. Total CoC Request (total lines 5 and 6)	24,700		

* 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.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

CONTINUUM OF CARE PROGRAM
(2015 Renewal of 2010 Permanent Supportive Housing Project to Serve Chronically Homeless Families)

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 **______**, 2016 (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").

<u>RECITALS</u>

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 2015 (but PY 2016).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless families, 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: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2015 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 2015 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 April 5, 2016, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2015 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 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 Doug Zeck, Chief Executive Officer 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 "City Manager"), 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 Twenty-Four Thousand, Eight Hundred Eighty Dollars ($24,880) (less administrative costs of $1,548 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 chronically homeless families 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 Twenty Four Thousand, Eight Hundred Eighty Dollars ($24,880) 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 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 July 1, 2016 and shall terminate on June 30, 2017 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 City Manager, 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 (3^{rd}) 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 Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

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: ____
Doug Zeck
Chief Executive Officer

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 95695.

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 Chief Executive Officer 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: Permanent Supportive Housing for chronically homeless families 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 Twenty-Four Thousand, Eight Hundred Eighty Dollars ($24,880), WOODLAND shall retain a total of One Thousand Five Hundred Forty-Eight Dollars ($1,548) 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 chronically homeless families) 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 Twenty-Four Thousand, Eight Hundred Eighty Dollars ($24,880) less City administrative costs of ($1,548) 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 July 1, 2016 and terminating on June 30, 2017.

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.

	CoC Request	Revised	Change
1. Real Property Leasing	13,520		
2 Supportive Services*	5,000		
3. Operations**	4,812		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	23,332		
6. Administration	1,548		
7. Total CoC Request (total lines 5 and 6)	24,880		

* 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.

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 ______, 2016 (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 2015 (but PY 2016).

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 2015 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 2015 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 April 5, 2016, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2015 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 Mr. Doug Zeck, 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 Fifteen Thousand, Three Hundred Ninety-Two Dollars ($15,392) (less administrative costs of $1,030 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 Fifteen Thousand, Three Hundred Ninety-Two Dollars ($15,392) 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 November 1, 2016 and shall terminate on October 31, 2017 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 (3^{rd}) 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 Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

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: ____
Doug Zeck
Chief Operations Officer

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 95695.

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 Fifteen Thousand, Three Hundred

Ninety-Two Dollars ($15,392), WOODLAND shall retain a total of One Thousand, Thirty Dollars ($1,030) 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 Fifteen Thousand, Three Hundred Ninety-Two Dollars ($15,392) less City administrative costs of ($1,030) 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 November 1, 2016 and terminating on October 31, 2017.

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	11,970		
2 Supportive Services*	1,867		
3. Operations**	525		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	14,362		
6. Administration	1,030		
7. Total CoC Request (total lines 5 and 6)	15,392		

* 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

File #: 16-671, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Approve Construction Contract with R.J. Gordon Construction, Inc. for Well #24 and Well #26 Water Main Project, CIP #16-09

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ______, approving a construction contract with R.J. Gordon Construction, Inc. for an amount not to exceed $1,171,571 with a ten percent (10%) contingency.

Staff Contact

Chris Fong, Senior Associate Civil Engineer, (530) 661-5972, chris.fong@cityofwoodland.org

Fiscal Impact

The cost of proceeding with the recommended contract award is $1,288,728, which includes the base bid amount of $1,171,571 plus a 10% ($117,571) contingency. Funding for this project is included in the approved Capital Improvement Program Budget with a total project budget of $1,690,000 appropriated from the Water Enterprise Fund. Other items that make up the total project budget represent the amount allocated for design, land acquisition, construction contingency, and construction management/inspection.

The project is included in the State Revolving Fund (SRF) loan secured by the City for the local improvements to bring treated surface water into the City's water distribution system. The underlying funding source for loan repayment is the City's Water Enterprise Fund. There is no fiscal impact to the City's General Fund.

Background

The City has entered into a Joint Powers Agreement with the City of Davis and UC-Davis to construct facilities to treat and deliver surface water to the two cities. This project is an extension of the first phase (CIP #11-14 WTME) of a two-part project to convey treated water from the regional water treatment facility to points throughout the City. This project will connect existing Well #24 and Well #26 directly to the transmission main for blending purposes. The use of these wells to blend with surface water is a required mitigation measure to be in compliance with the new State of California chromium 6 Maximum Contaminant Limit which was effective as of July 1, 2015. The project will also allow the City to supplement surface water supply while providing equal quality water throughout the City.

Discussion

The City originally advertised for bids on April 29, 2016. On June 14, 2016, the City received 2 bids for CIP #16-09 ranging from $1,183,235 to $1,305,388.70. The engineer's estimate was $1,049,845. The City sought to award the contract to the low bidder on June 21, 2016 but the item was pulled from consideration due to a bid protest. After analyzing the bid protest, the City determined there was a discrepancy/ambiguity in the bid documents. On July 5, 2016, the City Council decided by Resolution No. 6679 to reject all bids and re-authorize bid advertisement for the project.

The project was re-advertised for bids on July 7, 2016. On August 16, 2016, the City received and opened 4 bids for CIP #16-09 ranging from $1,171,571.00 to $1,299,881.00. The engineer's estimate was $1,049,845. Staff has performed due diligence in reviewing the bids. R.J. Gordon Construction Inc., has been determined to be the lowest responsive bidder and has complied with all technical submittal requirements. Please see the following table for complete bid results.

	CONTRACTOR*	BASE BID
1	R.J. Gordon Construction Inc	$1,171,571.00
2	J.J.M. Engineering Construction Inc.	$1,225,269.00
3	Civil Engineering Const. Inc.	$1,297,425.00
4	California Trenchless, Inc.	$1,299,881.00

All bids were higher than the engineer's estimate of $1,049,845 which is indicative of the variable costs related to Horizontal Directional Drilling. Overall, staff feels this was a good response to the bid advertisement with a doubling of bidders from the original bid to 4 bidders participating.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 75 working days for completion of the project which excludes weekends, holidays, delays due to weather, and lead time for ordering material. With authorization to award the contract, staff anticipates beginning in mid to late August 2016 with completion in late Fall/Early Winter 2016.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, approving a construction contract with R.J. Gordon Construction, Inc. for an amount not to exceed $1,171,571 with a ten percent (10%) contingency.

Prepared by: Chris Fong, Senior Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, City Engineer
Ken Hiatt, CDD Director

Paul Navazio

Paul Navazio, City Manager

ATTACHMENT:
Attached A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH R.J. GORDON CONSTRUCTION, INC. IN THE AMOUNT OF $1,171,571 WITH A TEN PERCENT (10%) CONTINGENCY FOR CIP 16-09, WELL #24 AND WELL #26 WATER MAIN PROJECT.

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with R.J. Gordon Construction, Inc. for CIP 16-09, Wells #24 and #26 Water Main Project for $1,171,571; and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 10% ($117,157.10)); and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on July 5, 2016; and the City of Woodland advertised for bids on July 7, 2016; and

WHEREAS, on August 16, 2016 the City of Woodland received 4 bids, and R.J. Gordon Construction, Inc. was determined to be the lowest responsive bidder with a base bid of $1,171,571; and

WHEREAS, the City Council wishes to approve a Construction Contract with R.J. Gordon Construction, Inc., and authorize its execution through adoption of this Resolution.

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

Section 1. The City Council hereby approves the Construction Contract with R.J. Gordon Construction, Inc. in the amount of $1,171,571 and approves a ten (10%) percent construction contingency in the amount of $117,157.10. The City Manager is hereby authorized and directed to execute the contract, 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 herein does not change.

Section 2. Copies of the Construction Contract are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this ________ day of ___________ 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

Legislation Text

File #: 16-657, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016
SUBJECT: Reject All Bids and Re-Authorize Bid Advertisement for Spring Lake N3 Park Project, CIP #15-05

Recommendation for Action: Staff recommends that the City Council:
1) Adopt Resolution No. _____, rejecting all bids from the July 21, 2016 bid opening; and
2) Re-Authorize bid advertisement for the Spring Lake N3 Park Project; CIP 15-05.

Staff Contact

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

Fiscal Impact

The Spring Lake N3 Park Project, CIP 15-05 is fully funded in the Capital Budget in the amount of $3,900,000.

Background

The Spring Lake Specific Plan includes three neighborhood parks that are part of three sites that include 8-acres of park land and 2-acres neighborhood commercial use. The first neighborhood park was built in 2010 and is known as Jack Slaven Park. The Spring Lake parks are funded through Park SLIF fees paid by the Spring Lake developers at the time of construction. Current development activity has triggered the second neighborhood park to be built in the Spring Lake Specific Plan area.

The Spring Lake Neighborhood N3 Park project is located on Miekle Avenue and Centennial Drive and north of a future school site. The Spring Lake Specific Plan includes desired park amenities for the three neighborhood parks. The City hired Callander Associates to complete a master plan that included the Specific Plan amenities as well as other City/resident preferred amenities. The City presented the master plan for a 10-acre park per resident's request to rezone the 2-acre commercial site to park space at several public meetings.

The master plan for the 10-acre neighborhood park, the final purchase agreement and rezoning of the 2-acre Neighborhood Commercial site to Park Space was approved by Council in the December 12, 2015 meeting. There is only enough funding for construction of approximately 7 acres of the 10-acre site. The other 3-acres would be deferred to a later date as funding from new development in Spring Lake is received.

Discussion

The City advertised for bids on June 27, 2016. On July 21, 2016, the City received 5 bids for the project ranging from $2,967,778.00 to $3,794,576.52. Please see the following table for complete bid results.

	Contractor	Bid Amount as Read at Bid Opening
1	Empire Landscaping	$2,967,778.00
2	SW Allen Construction	$3,084,701.70
3	Stockbridge General Contractor	$3,303,923.35
4	Olympic Land Construction	$3,374,196.85
5	Ghilotti Construction	$3,794,576.52

Prior to bidding, the City Council approval for awarding a construction contract in an amount not to exceed $2,400,000 consistent with the terms of the city's purchase and sale agreement for the park. The project includes separate funding for a greenbelt on the south side of the park. The cost of the greenbelt (and separate funding) allows the City to award a project that is about $80,000 more than the $2,400,000. Staff recommends that all bids be rejected since the bids were higher than the contract amount allowed in the agreement.

In order to provide amenities to the neighborhood that are consistent with what the City discussed with residents in multiple public meetings, staff is working to revise the plans and bid a project in the range of $2,700,000. Staff will likely return to Council with a revised reimbursement agreement with the developers that allows for a higher contract award amount as well as a proposed amendment to the Spring Lake park fee program that reflects a higher cost for park construction. The plans will likely be rebid in September or October. The revised reimbursement agreement and park fee amendment actions will come before Council for consideration prior to consideration for award of the construction contract.

Conclusion

Staff recommends that the City Council:

1) Adopt Resolution No. _____, rejecting all bids from the July 21, 2016 bid opening; and
2) Re-Authorize bid advertisement for the Spring Lake N3 Park Project; CIP 15-05.

Prepared by: Clara Olmedo, Associate Engineer

Reviewed by: Brent Meyer, City Engineer
Ken Hiatt, CDD Director

Paul Navazio

Paul Navazio, City Manager

ATTACHMENT:
Attachment A - Resolution

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING ALL BIDS FROM THE JULY 21, 2016 BID OPENING FOR THE SPRINGLAKE N3 PARK PROJECT; RE-AUTHORIZE BID ADVERTISEMENT FOR THE SPRINGLAKE N3 PARK PROJECT; CIP 15-05

WHEREAS, the City Council originally approved the plans and specifications and authorized advertisement for bids on June 21, 2016; and the City of Woodland opened bids on July 21, 2016; and

WHEREAS, on July 21, 2016 the City of Woodland received 5 bids; and

WHEREAS, the City of Woodland wishes to reject all bids from the July 21, 2016 bid opening for CIP 15-05, Spring Lake N3 Park Project; and

WHEREAS, the City Council wishes to re-authorize bid advertisement for the Spring Lake N3 Park Project, CIP 15-05, through adoption of this Resolution.

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

Section 1. The City Council hereby rejects all bids from the July 21, 2016 bid opening for CIP 15-05, Spring Lake N3 Park Project.

Section 2. The City Council hereby re-authorizes bidding the CIP 15-05, Spring Lake N3 Park Project.

Section 3. Copies of the project Plans and Specifications for re-bidding are on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council this 23rd day of August, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

____
Kara K. Ueda, City Attorney

Legislation Text

13.

File #: 16-679, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Resolution Ratifying the Right of Way Contracts for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP (04-07)

Recommendation for Action: Staff recommends that the City Council:

1) Adopt Resolution No. _____, Ratifying the Right of Way Contracts for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP (04-07);
2) Affirm the City Council's approval of these contracts.

Staff Contact

Diana Ayón, Senior Associate Civil Engineer, (530) 661-5967, diana.ayon@cityofwoodland.org

Fiscal Impact

There is no direct fiscal impact from adopting the recommended resolution ratifying the right of way contracts for the Kentucky Avenue Widening and Complete Streets Improvement Project. The City Council had previously authorized the City Manager to execute right-of-way agreements with individual property owners in an aggregate amount totaling $597,250. Funding for right-of-way acquisition for the Kentucky Avenue Project is included in the Capital Program Budget, CIP (04-07) and is funded from Measure E. The design and construction is funded with Federal funds administered by Caltrans. Caltrans is in the process of certifying the Project and preparing the necessary paperwork to secure the Project construction funding allocation before the end of the 2016 federal fiscal year (September 30, 2016).

Background

The Project will reconstruct the pavement and widen Kentucky Avenue to 4-lanes from East to College Streets. The Project will also reconstruct the roadway and make operational improvements from College to West Streets resulting in a 2-lane roadway with a center turn lane. The Project will transform this section of Kentucky Avenue into a complete street providing improved bicycle, pedestrian and vehicle facilities to ensure the corridor meets the needs of all modes of travel.

The Project's design contract with PSOMAS was authorized by the City Council on February 5, 2013 including, among other tasks, right-of-way acquisition services. The Council approved the Mitigated Negative Declaration for the Project on October 21, 2014, and Caltrans approved the environmental document pursuant to the National Environmental Protection Act (NEPA) on January 21, 2015. The Council also authorized contracting with Bender Rosenthal, Inc. to serve as the City's right-of-way agent as part of PSOMAS' contract.

Two parcels are the subject of pending eminent domain actions: (1) *City of Woodland v. Mark D. Milton, et al.*, Yolo County Superior Court Case No. ED 16-557; and (2) *City of Woodland v. Elizabeth J. Crum, et al.*, Yolo County Superior Court Case No. ED 16-558.

Discussion

City staff and the City's right-of-way agents (Bender Rosenthal, Inc.) negotiated agreements with individual property owners to acquire the necessary real property interests, obtained independent appraisals of the property interests to be acquired, and met with the City Council periodically in closed session to review and seek approval for the price and terms of payment for the real property acquisitions. The property interests acquired varied as some included permanent easements while others were temporary construction easements only. The City Manager executed right of way contracts totaling $597,250 for the following properties consistent with the City Council's direction regarding the price and terms of payment as well as City Council direction authorizing the Project.

APN	Property Owner	Property Address
027-340-017	North Kentucky Partners II (Tenant on parcel)	621 Kentucky Avenue
027-340-015	ICH and DDD Partnership	555 Kentucky Avenue
027-340-021		601-611 Kentucky Avenue
027-340-025	North Kentucky Partners II (Elephant Shack)	39542 Kentucky Avenue
027-340-029	North Kentucky Partners II	575 Kentucky Avenue
027-340-011	Syar Industries	39820 Kentucky Avenue
005-750-004	500 Kentucky Avenue Associates	500 Kentucky Avenue
027-340-020	Bunge Milling Company	845 Kentucky Avenue
005-720-005 005-720-023	Canevari, Nick and Dorothy Canevari, Thomas and Joan	140 Kentucky Ave 106 Kentucky Ave
005-720-021	Ferro, Geraldine	100 Kentucky Avenue
027-340-038	Fong, Tim and Peggy	39800 Kentucky Avenue
005-692-060	Gonzalez	804 Kentucky Avenue
005-703-009	Hornbuckle, Alvin	310 Kentucky Avenue
005-705-006	Kentucky Avenue Church of Christ	470 Kentucky Avenue
005-720-024	Kimzey, John and Edith	164 Kentucky Avenue

027-330-024	Knaggs Commercial Properties	300 Kentucky Avenue
005-703-010	Knaggs Commercial Properties	39320 Kentucky Avenue
027-330-023	Knaggs Commercial Properties	CR 99 at Kentucky Av.
005-720-99	PG&E (TCE Parcel Only)	50 Kentucky Avenue
027-340-030	Pioneer Self Storage	801 Kentucky Avenue
005-705-007	The Kentucky Avenue Church of Christ	334 Freeman Street
005-680-003	Sah, Ram and B. Devi Trust	1000 Kentucky Avenue
005-692-054	Sahota, Devinder and Susvir	Kentucky Avenue
027-340-023	T & J Rental Investments	631 Kentucky Avenue
005-720-022	Wilson, William and Shirley	190 Kentucky Avenue

Conclusion

Staff recommends that the City Council:

1) Adopt Resolution No. _____, Ratifying the Right of Way Contracts for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP (04-07);
2) Affirm the City Council's approval of these contracts.

Prepared by: Diana Ayón, Senior Associate Civil Engineer
Kara K. Ueda, City Attorney

Reviewed by: Ken Hiatt, Community Development Director

Paul Navazio, City Manager

Attachments:

- Resolution of the City Council of the City of Woodland Ratifying the Right of Way Contracts for the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP (04-07)
- Right of Way Contracts listed above are on file with the City Clerk

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND RATIFYING THE RIGHT OF WAY CONTRACTS FOR THE KENTUCKY AVENUE WIDENING AND COMPLETE STREETS IMPROVEMENT PROJECT, CIP (04-07)

WHEREAS, the City of Woodland ("City") is proceeding with a project to widen Kentucky Avenue, referred to as the Kentucky Avenue Widening and Complete Streets Improvement Project, CIP 04-07 ("Project") and to do so must acquire certain interests in real property, including permanent road right-of-way easement and temporary construction easements, for the widening, reconstruction and upgrade of Kentucky Avenue; and

WHEREAS, City staff and the City's right-of-way agents (Bender Rosenthal, Inc.) negotiated agreements with individual property owners to acquire the necessary real property interests, obtained independent appraisals of the property interests to be acquired, and met with the City Council periodically in closed session to review and seek approval for the price and terms of payment for the real property acquisitions; and

WHEREAS, the City Manager executed right of way contracts totaling $597,250 for the following properties consistent with the City Council's direction regarding the price and terms of payment as well as City Council direction authorizing the Project:

APN	**Property Owner**	**Property Address**
027-340-017	North Kentucky Partners II (Tenant on parcel)	621 Kentucky Avenue
027-340-015	ICH and DDD Partnership	555 Kentucky Avenue
027-340-021		601-611 Kentucky Avenue
027-340-025	North Kentucky Partners II (Elephant Shack)	39542 Kentucky Avenue
027-340-029	North Kentucky Partners II	575 Kentucky Avenue
027-340-011	Syar Industries	39820 Kentucky Avenue
005-750-004	500 Kentucky Avenue Associates	500 Kentucky Avenue
027-340-020	Bunge Milling Company	845 Kentucky Avenue
005-720-005 005-720-023	Canevari, Nick and Dorothy Canevari, Thomas and Joan	140 Kentucky Avenue 106 Kentucky Avenue
005-720-021	Ferro, Geraldine	100 Kentucky Avenue
027-340-038	Fong, Tim and Peggy	39800 Kentucky Avenue
005-692-060	Gonzalez	804 Kentucky Avenue
005-703-009	Hornbuckle, Alvin	310 Kentucky Avenue
005-705-006	Kentucky Avenue Church of Christ	470 Kentucky Avenue
005-720-024	Kimzey, John and Edith	164 Kentucky Avenue
027-330-024	Knaggs Commercial Properties	300 Kentucky Avenue

005-703-010	Knaggs Commercial Properties	39320 Kentucky Avenue
027-330-023	Knaggs Commercial Properties	CR 99 at Kentucky Av.
005-720-99	PG&E (TCE Parcel Only)	50 Kentucky Avenue
027-340-030	Pioneer Self Storage	801 Kentucky Avenue
005-705-007	The Kentucky Avenue Church of Christ	334 Freeman Street
005-680-003	Sah, Ram and B. Devi Trust	1000 Kentucky Avenue
005-692-054	Sahota, Devinder and Susvir	Kentucky Avenue
027-340-023	T & J Rental Investments	631 Kentucky Avenue
005-720-022	Wilson, William and Shirley	190 Kentucky Avenue

WHEREAS, the City Council now desires to ratify execution of these right of way contracts and affirm the City Council's approval of these contracts.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Woodland affirms the authority of the City Manager to execute the attached right of way contracts for the properties specified above and ratifies the contracts, which are on file with the City Clerk.

PASSED AND ADOPTED this 23rd day of August 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

ATTEST:

APPROVED AS TO FORM:

____
Ana B. Gonzalez, City Clerk

____
Kara K. Ueda, City Attorney

Legislation Text

14.

File #: 16-680, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: City Council Assignment to the Council's Flood/Water Sub-Committee

Recommendation for Action: Staff recommends that the City Council appoint Council Member Davies to the Flood/Water Sub-Committee.

Staff Contact

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

Background

At the May 5, 2015 meeting, Council Members adopted Resolution No, 6425, creating the Flood Control Advisory Committee and appointed members of the public, to serve on the Flood Control Advisory Committee as recommended by the Council's Flood Project sub-committee, consisting of Mayor Pro Tem Marble and Council Member Hilliard. Concurrently, Skip Davies was appointed to the advisory committee and was also nominated to serve as the Committee Chairperson.

On July 5, 2016, Council Members filled the City Council assignments which were vacated with the resignation of Dr. Marble. One of those assignments was the Flood/Water Committee. The Council appointed Council Member Barajas to fill the vacancy and joined Council Member Hilliard as the second primary member.

At the July 19, 2016 Council meeting, Council Members appointed Marlin H. "Skip" Davies to the vacant Council seat. With Councilmember Davies' appointment to the Woodland City Council, a potential Brown Act concern arises given that Mayor Hilliard and Mayor Pro Tempore Barajas serve as the Council's sub-committee on flood-related issues.

To cure this potential concern, staff is recommending that the City Council appoint Council Member Davies to the Flood/Water Committee along with Mayor Hilliard.

Among the first tasks of the sub-committee would be review of the resolution establishing the Flood Control Advisory Committee, to include structure and governance and return to the full Council with recommended amendments and clarification of role of committee members and members of the City Council.

Prepared by: Ana B. Gonzalez, City Clerk, Title

Paul Navazio, City Manager

Legislation Text

15.

File #: 16-681, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: PUBLIC HEARING - OPEN AND CONTINUE - Prudler Tentative Subdivision Map Project (PLNG 14-00090): A request to amend the General Plan and Spring Lake Specific Plan, rezone the project site, and approve a Tentative Subdivision Map (TSM #4856), Conditional Use Permit and Development Agreement to allow the development of 183 detached single-family units in two phases and a 1.46 acre park, on an approximately 38-acre site located at the northeast corner of East Street and Sports Park Drive/ County Road (CR) 24A in the City of Woodland

THIS ITEM WILL BE OPENED AND CONTINUED TO THE SEPTEMBER 6, 2016 COUNCIL MEETING.

Legislation Text

16.

File #: 16-677, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Boxing Program Update

Recommendation for Action: Staff recommends that the City Council receive an update on the City's boxing program.

Staff Contact

Christine Engel, Community Services Director - 530-661-2000, Christine.engel@cityofwoodland.org

Fiscal Impact

This is an informational report and thus does not result in any fiscal impact. The report provides background information related to the City's Boxing Program and a brief update on plans for relocation of the program. The City has previously allocated a combined $181,000 in Community Development Block Grant (CDBG) funding toward initial phases of a new Community Center being planned by the Yolo County Housing, to include a new home for the boxing program.

Staff is currently assessing other potential sites to house the boxing program on both a short-term or longer-term basis. Relocation of the boxing program will more than likely result in an as yet unknown fiscal impact, to include required tenant improvements, new boxing ring and equipment, and possible monthly lease payments along with maintenance and utility costs, depending on the selected location.

There may also be costs associated with repairs at the current location, regardless of the decision on possible relocation of the boxing program, consistent with the agreement between the City and the Yolo County Housing for use of the facility.

Background

The City of Woodland has operated the Woodland Boxing Club since 1983 through a partnership with the Yolo County Housing (YCH) (the City provides the programming and the YCH provides the facility). The program is operated by a contractor for the City. With the passage of Measure J in 2014, the boxing club hours were expanded and a second contractor was added to open the club earlier in the afternoon.

The Woodland Boxing Club is open Monday through Friday from 3:30 p.m. - 9:30 p.m. and includes a 20' boxing ring and a standard array of punching bags and some fitness equipment. While participants pay a nominal fee, the program is subsidized by the City (youth $9 and adults $20).

Since March 2015, the program averages 14 youth participants and 8 adult participants that are registered each month for the program. Participants of the boxing program reside throughout the community (based on a mapping of participant addresses). Contractor expenses for the boxing club in FY15/16 were $22,800, with program costs partially offset by fees paid by program participants totaling $4,500.

In 2002, improvements were done to the facility resulting in the addition of a new boxing ring, construction of men's and women's restrooms, a shower room, installation of lockers, new lighting, and new plumbing features ($25,000 from CDBG and $26,000 from YCH). During the 2008/2009 budget process, the City de-funded maintenance of the boxing club facility.

In 2012, the YCH began to explore building a new Community Center across the street from the existing boxing club that could house the boxing program. In 2013, $87,000 in CDBG funds were awarded to the YCH to prepare a demolition plan and architectural/engineering plans for the construction of an education, recreation, and boxing club facility. In 2014, an additional $94,038 in CDBG funds was awarded to the YCH for the abatement and demolition of the administration building at 1224 Lemen Avenue. This phase of the project is currently out to bid with the demolition project anticipated to start in the fall. YCH plans to initiate a fundraising campaign to raise the funds needed to construct the community center. However, as fundraising has not yet commenced, it is difficult to ascertain when a new community center would be constructed and available for the relocation of the current boxing club.

Discussion

With the conditions of the boxing facility deteriorating, combined with the uncertainty over the timetable for construction of the new YCH Community Center, City staff is exploring possible options for relocation of the boxing program, with several sites are under consideration for either permanent or short-term relocation. Staff is evaluating the possibility of relocating the program to an existing city facility (i.e. Community and Senior Center), or one or more leased spaces that could house the program. Any option involving leasing a new space would likely represent a temporary alternative pending moving the program to a new, permanent site.

As part of staff's evaluation of potential sites for the boxing program, staff has initiated discussions on multiple fronts to help not only identify a suitable location, but also address how relocation impacts existing programs and facility plans. These discussions have thus far included meetings with staff from the Yolo County Housing (current and potential future site), the YMCA (operator of fitness center at Community and Senior Center), selected private property management firms, and partner agencies to the city's YGRIP program - specifically the newly-established Police Activities League.

- Yolo County Housing: YCH owns the property where the current boxing program is operated. YCH provides maintenance to the building for issues related to plumbing, locks, etc. Discussions with YCH need to continue to determine if improvements could be made to the current facility to provide a short-term solution to house the boxing facility, relative to the timing of the future community center that YCH is proposing to construct (that could house the boxing program).

- YMCA: The YMCA currently leases the fitness center at the Community & Senior Center. Relocation of the boxing program to the fitness center at the Community & Senior Center would require the termination of the current lease, either initiated by the YMCA or the City. Continued discussions with the YMCA are needed to determine how the potential termination of the lease by the City would affect the YMCA and their program participants.

- Potential Property Managers: Staff has been exploring options to relocate the boxing program to several different spaces in Woodland, including the Community & Senior Center, a property located on Main Street, and various suites at the County Fair Mall.

- YGRIP / PAL - As part of the city's YGRIP initiative the new Police Activities League has been established and will be setting up at a leased space on Main Street. The goal of PAL is to provide sport and recreational opportunities for youth-at-risk as well as establish positive relationships between youth and law enforcement. In many communities with established PAL programs, boxing represents a major element of the PAL program offerings.

Staff anticipates completing its assessment of potential sites for the boxing program in the next 6-8 weeks, and anticipates returning to the City Council with a recommendation by the first Council meeting in October. An initial discussion of the potential relocation of the boxing program was discussed, in concept, ith the Parks & Recreation Commission at the July 25th meeting. Staff anticipates returning to the commission with a more in depth discussion in September. In addition, to the extent that relocation of the boxing program to the Community and Senior Center is determined to be desirable, staff anticipates scheduling a discussion before the Commission on Aging.

Conclusion

It is staff's belief that the City's boxing program cannot continue to operate in its current facility given the present conditions, and that short-term improvements may be required regardless of any decision to relocate the program.

The City also values its long-standing partnership with the Yolo County Housing and intends to continue to work collaboratively on shared programming and use of facilities, to include collaboration on construction of a new Community Center to serve both the YCH residents as well as the larger community.

A new, permanent location for the City's Boxing Program, properly sited, equipped and resourced would not only benefit current participants but also has the potential to grow the program, open up opportunities for more youth to participate, and provide for better integration of the boxing program to the growing array of programs offered to Woodland youth.

Prepared by: Christine Engel, Community Services Director

Paul Navazio

Paul Navazio, City Manager

File #: 16-645, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016

SUBJECT: Authorize the Sole-Source Purchase of Ultraviolet (UV) Lamps and the Associated Parts for Effluent Disinfection Purposes at the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing the sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed $130,000.00.

Staff Contact

Shane Carlsen, Chief Plant Operator, (530) 661-2054, shane.carlsen@cityofwoodland.org.

Council Goal

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact

There are no additional funds requested for this procurement. Council previously approved an amount of $130,000.00 for the purchase of UV lamps in the FY17 Water Pollution Control Facility (WPCF) budget.

Background

UV lamps are a part of the wastewater disinfection system/treatment process at the WPCF. Disinfection is the final treatment procedure and inactivates any remaining pathogens prior to discharge of the final effluent. Given the importance of final disinfection in the treatment process, it is critical to maintain a functionally reliable disinfection system. In addition, this process is a required element of the City's National Pollutant Discharge Elimination System (NPDES) permit which is regulated by the Regional Water Quality Control Board (RWQCB).

There are multiple manufacturers of UV lamps,; each producing lamps of differing qualities (i.e., UV intensity and duration of effective operation). The effectiveness of a given lamp can vary greatly from plant to plant dependent upon design and treatment processes. As such, the NPDES permit is conditioned to the type of lamp that was Title 22 bioassay tested and the lamp type is specifically approved by State Water Resource Control Board (SWRCB) at the time of initial disinfection system installation. Currently, the WPCF is using the permitted Trojan brand UV disinfection system utilizing lamps approved and validated by Trojan Technologies and distributed by DC Frost Associates, Inc. To change lamp manufacturers, a Title 22 bioassay test must be performed and the results approved by the SWRCB. The testing process is expensive (approximately $45,000) and does not ensure SWRCB approval.

Discussion

Due to the success we've experienced with lamps approved and validated by Trojan Technologies, and to maintain compliance with our NPDES permit, we wish to sole-source the purchase of the UV lamps from DC Frost Associates, Inc. Their staff has shown themselves to be dedicated in supporting the City's needs and offers assistance with testing, evaluating, parts and repair of the UV system.

At the WPCF there are 10 banks of UV lights, each containing 168 lamps. This purchase is for 4- banks. These lamps are designed to provide a useful operating life of 12,000 hours. Our experience indicates they start losing intensity (their ability to disinfect) at about 10,000 hours. As such, they are replaced when their operating hours fall between 10,000 and 12,000 hours. Exceeding the 12,000 hours places the lamps outside of the manufacturer's recommended replacement time frame which, in turn, places the plant in violation of its NPDES permit.

Public Contract Code Section 3400 allows the City to specify sole-source products, brands or trade names in its specifications for Public Works projects if the City Council has made certain findings related to the product or item. One of the permissible grounds for a sole-source finding is that the product or item is needed to match other products in use at City facilities in order to establish uniform, complete and compatible system/specifications for City facilities. (See Public Contract Code § 3400(b)(2).) Further, competitive bidding is not required when the City determines it would produce no advantage for the City, or the advertising for bids is futile, undesirable, impractical or impossible. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631; see also Los Angeles Dredging Co. v. City of Long Beach (1930) 210 Cal. 348; Los Angeles Gas & Electric Corp. v. City of Los Angeles (1922) 188 Cal. 307, 319.)

Conclusion

Staff recommends that the City Council approve Resolution No. _____ authorizing the sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed $130,000.00.

Prepared by: Shane Carlsen
Chief Plant Operator

Reviewed by: Dan Rich, P.E.
Acting Wastewater Systems Administrator

Rob Sanders
Deputy Public Works Director

Paul Navazio

Paul Navazio, City Manager

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE SOLE-SOURCE PURCHASE OF ULTRA VIOLET LAMPS FROM DC FROST ASSOCIATES, INC. WITH AN AMOUNT NOT-TO-EXCEED $130,000.00

WHEREAS, approval is needed from the Woodland City Council to enter into a sole-source contract with DC Frost Associates, Inc. for the purchase of ultra violet (UV) lamps used in the disinfection/treatment of wastewater; and

WHEREAS, pursuant to Public Contract Code section 3400(c), the City may make findings designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce an advantage, including when there is only one contracting party who can complete the work {Los Angeles Dredging Co. v. Long Beach (1930) 210 Cal. 348; Gray don v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631}; and

WHEREAS, the UV system at the Water Pollution Control Facility (WPCF) was designed and manufactured by Trojan Technologies; and

WHEREAS, DC Frost Associates, Inc. is the authorized representative of Trojan Technologies for the State of California and provides UV lamps that are approved and validated by Trojan Technologies; and

WHEREAS, this product is necessary to comply with requirements dictated by the wastewater treatment plant's NPDES permit; and

WHEREAS, this authorization shall be for FY 17 and is not-to-exceed $130,000.00; and

WHEREAS, funding for these lamps has been previously approved in the current FY17 budget, and no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. That the City Council hereby authorizes a sole-source purchase of UV lamps from DC Frost Associates, Inc. with an amount not-to-exceed $130,000.00 for the acquisition of the UV lamps required to properly and legally operate the City's wastewater treatment facility.

PASSED AND ADOPTED by the City Council this 23rd day of August, 2016, by the following vote:

AYES:	Council Member Barajas, Davies, Denny, Stallard and Mayor Hilliard
NOES:	None
ABSENT:	None
ABSTAIN:	None

Jim Hilliard, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

File #: 16-646, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2017

SUBJECT: Authorize the Sole-source Purchase of Coagulants for the Water Pollution Control Facility

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to execute a sole-source purchase of coagulants from Rosa Water Technology Associates in an amount not-to-exceed $135,000.00 for FY17.

Staff Contact

Shane Carlsen, Chief Plant Operator, (530) 661-2054, shane.carlsen@cityofwoodland.org

Council Goal

Ensure that the City's physical infrastructure is planned, funded, and maintained to provide for current and future community needs, in support of commercial, recreational, and environmental requirements and standards, while managing the overall cost consistent with available resources.

Fiscal Impact

An amount of $135,000 was approved in the FY17 Water Pollution Control Facility (WPCF) budget for the purchase of coagulants. We are not requesting additional funds for this procurement. The average annual cost for coagulants is $70,500 with a peak expenditure of $128,200 in 2013 due to an extended plant upset. The purchase amount represents approximately twice the annual average as recent history has shown it may be necessary to purchase above average amounts of coagulant should the plant experience multiple or extended periods of upset.

Background

The use of coagulant chemicals as part of the wastewater treatment process at the WPCF is a required element of the City's National Pollutant Discharge Elimination System (NPDES) permit and is regulated by the Regional Water Quality Control Board. Coagulants act to increase the efficiency of the filtration system at the WPCF and are especially important in maintaining acceptable final effluent quality during treatment process upsets. Given their importance in the treatment process, it is critical to maintain a consistent and reliable source of coagulants.

There are dozens of coagulant manufacturers; each produces proprietary formulations of these chemicals. The effectiveness of a given product can vary greatly from plant to plant dependent upon influent constituents and plant treatment processes. At the WPCF, we have completed extensive testing and used coagulants from Rosa Water Technology Associates with great success. Changing manufacturers would require duplication of this work without any assurance of a successful outcome. In addition, changing products creates the very real risk of treatment process upsets and discharge violations.

Discussion

Because of the success we've experienced with their products, we are requesting to continue to sole-source the purchase of coagulant from Rosa Water Technology Associates. We believe their products are similar in cost to other chemical vendors. Their staff have been dedicated in supporting the City's needs and offers assistance with testing and evaluating their coagulants to ensure we are using the right products in the most cost-effective manner.

Public Contract Code section 3400 allows the City to specify sole-source products, brands or trade names in its specifications for public works projects, if the City Council has made certain findings related to the product or item. One of the permissible grounds for a sole-source finding is that the product or item is needed to match other products in use at City facilities in order to establish uniform, complete and compatible system/specifications for City facilities. (See Public Contract Code § 3400(b)(2).) Further, competitive bidding is not required when the City determines it would produce no advantage for the City, or the advertising for bids is futile, undesirable, impractical or impossible. (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631; see also Los Angeles Dredging Co. v. City of Long Beach (1930) 210 Cal. 348; Los Angeles Gas & Electric Corp. v. City of Los Angeles (1922) 188 Cal. 307, 319.)

Conclusion

Staff recommends that the City Council approve Resolution No. _____ authorizing the City Manager to execute a sole-source purchase of coagulants from Rosa Water Technology Associates in an amount not-to-exceed $135,000.00 for FY17.

Prepared by: Shane Carlsen
Chief Plant Operator

Reviewed by: Dan Rich, P.E.
Acting Wastewater Systems Administrator

Rob Sanders
Deputy Public Works Director

Paul Navazio, City Manager

Enclosure: Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING CITY MANAGER TO EXECUTE THE FY17 SOLE SOURCE CONTRACT WITH ROSA WATER TECHNOLOGY ACCOCIATES IN AN AMOUNT NOT-TO-EXCEED $135,000.00

WHEREAS, approval is needed from the Woodland City Council to enter into a sole-source contract with Rosa Water Technology Associates for purchase of proprietary blend chemicals used in the treatment of wastewater; and

WHEREAS, pursuant to Public Contract Code section 3400(c), the City may make findings designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes; and

WHEREAS, California case law excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing, or would produce an advantage, including when there is only one contracting party who can complete the work {Los Angeles Dredging Co. v. Long Beach (1930) 210 Cal. 348; Gray don v. Pasadena Redevelopment Agency (1980) 104 Cal. App. 3d 631}; and

WHEREAS, this product is necessary to comply with discharge requirements dictated by the wastewater treatment plant's NPDES permit; and

WHEREAS, based on the City Council's review, the unavailing nature of competitive bidding in this case and Public Contract code section 3400©(2), the City Council has determined the City must require and specify the use of Rosa Water Technology Associates proprietary blend of wastewater treatment chemicals; and

WHEREAS, this product is necessary to comply with requirements dictated by the wastewater treatment plant's NPDES permit; and

WHEREAS, this authorization shall be for FY 17 and is not-to-exceed $135,000.00; and

WHEREAS, funding for these chemicals has been previously approved in the current FY17 budget and no additional funds are being requested.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The above recitals are true and correct

SECTION 2. The City of Woodland, pursuant to Public Contract code section 3400, intends to establish uniform, complete and compatible components for wastewater treatment to facilitate the use of the most reliable, dependable, cost efficient and feasible products throughout the City. Pursuant to Public Contract Code section 3400©(2), the City council finds that the proprietary blend of wastewater treatment chemicals from Rosa Water Technology Associates is necessary to match existing products in use in the City's wastewater treatment system and, as such, bidding would be futile and provide the City with no competitive advantage as no other contractor could bid the proprietary blend of wastewater treatment chemicals produced by Rosa Water Technology Associates.

SECTION 3. That the City Council hereby authorizes The City Manager to execute a sole source contract with Rosa Water Technology Associates in the amount not-to-exceed $135,000.00 for the purchase of chemicals required to properly and legally operate the City's wastewater treatment facility.

PASSED AND ADOPTED by the City Council this 23rd day of August, 2016, by the following vote:

AYES: None
NOES: None
ABSENT: None
ABSTAIN: None

____
Jim Hilliard, Mayor

ATTEST: **APPROVED AS TO FORM:**

____
Ana B. Gonzalez, City Clerk

____
Kara K. Ueda, City Attorney

Legislation Text

19.

File #: 16-665, **Version:** 1

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 23, 2016
SUBJECT: Award Construction Contract for ASR Wells 29 & 30 Equipping and Building Project, CIP #15-02

Recommendation for Action:
Staff recommends that the City Council:

1. Adopt Resolution No. _____, Approving a Construction Contract with Myers & Sons Construction LP in the Amount of $5,499,250 for CIP 15-02, ASR WELLS 29 & 30 Equipping and Building Project; and
2. Authorize a contract contingency of up to 10% ($549,925); and
3. Authorize the City Manager to execute a consultant agreement for construction management and inspection services with Carollo Engineers in an amount up to $1,200,000 and authorize a contingency of up to 10% ($120,000); and
4. Approve a new appropriation in FY 16/17 for $2,000,000 from the water enterprise fund.

Staff Contact

Ed Wisniewski, Associate Civil Engineer - (530) 661-5975; ed.wisniewski@cityofwoodland.org

Fiscal Impact

This project is included in the approved Capital Improvement Program Budget with a total project budget of $9,000,000, funded from the Water Enterprise Fund. The project is included in the State Revolving Fund (SRF) loan secured by the City for the local improvements to bring treated surface water into the City's water distribution system. The California State Water Resources Control Board SRF loan was approved by Council on May 13, 2014 for an amount of $31,503,088. The ASR wells are one of the five identified projects covered by the SRF loan, including the Southwest Tank, Well #28, East Transmission Main, and West Transmission Main.

The total project cost including the well drilling construction contract, design, construction management and inspection, staff time, and contingencies is estimated at $11,000,000. While this is higher than the originally budgeted $9,000,000, due to cost savings on the East and West Transmission Main Projects, the overall cost of the five projects is expected to remain well under the $31,503,088 maximum SRF loan amount.

The proposed construction contract with Myers & Sons Construction LP is for an amount not-to-exceed $5,499,250. The Engineer's estimate for the well equipping project at both well sites was approximately $6,000,000. Staff is requesting that council approve 10% construction contingency ($549,925), to account for any unforeseen conditions.

The proposed contract with Carollo Engineers is for an amount not-to-exceed $1,200,000, and staff is requesting that council approve a 10% ($120,000) contingency.
There is no impact to the General Fund.

Background

The City of Woodland has planned several projects as part of the improvements to the City's water supply portfolio, including participation in the Woodland-Davis Clean Water Agency (WDCWA) Regional Water Treatment Facility. The local projects include: 3.0 million gallon southwest tank, Well #28, East Transmission Main, West Transmission Main, and aquifer storage and recovery (ASR) Wells. The ASR program will use treated drinking water to inject into the aquifer for subsequent extraction and use. The overall program envisions up to 5 ASR wells to meet the City's needs. Well #28 is an ASR well that has already been constructed, and this project will bring the number of ASR wells in the City to three. The ASR wells are also needed to assist with compliance with the new California chromium VI Maximum Contaminant Limit (MCL) regulation.

The ASR project involves the construction of two new municipal ASR capable wells near the site of the existing Well #4 (Christiansen Park) and Well #11 (Ferns Park) on City owned property. The project breaks down to 3 phases of construction, further described below:

- **Phase 1 (Sonic Coring Investigation):** Utilizing sonic drilling techniques, undisturbed core samples were collected from the anticipated screened interval at the site of proposed ASR Well #30. Collection of the core samples via sonic drilling method provide undisturbed mineral samples of the aquifer layer to which we intend to inject treated surface water for storage. Yellow Jacket Drilling Services, Inc. completed the work in September, and the samples were used to select the filter pack gradation (Sili Beads) for the ASR wells. In addition, the samples were evaluated for geochemical information on how the treated surface water will react with the aquifer minerals. As a result of the findings from the geochemical analysis, additional testing procedures are being developed to further analyze treated surface water reactions with aquifer material at Well #28 once the city is on 100% surface water (November 2016).

- **Phase 2 (Well Drilling):** Completed in July 2016, this work included the drilling and construction of one monitoring well and one ASR well at each location (Well 29 - Christiansen Park; Well 30 - Ferns Park). The contract was awarded to Zim Industries, Inc. on July 21, 2015. The two ASR wells and two Monitor wells have been completed and tested. Council acceptance is scheduled for October 2016.

- **Phase 3 (Well Building & Equipping):** Includes construction of ASR well sites 29 and 30, including installation and construction of new well pumps, discharge piping and valves, masonry block buildings, gates and fences, generator at site 30, demolition of existing wells at Well #4, conversion of Well #11 to park landscape irrigation, HVAC for individual rooms inside the buildings, instrumentation, underground piping connecting to the existing distribution system, storm drain system, and sewer system to the well sites, access roads, monitor wells, sample analyzers for chlorine and conductivity, chemical storage tanks and dosing systems, security systems and lighting, associated electrical items and other miscellaneous appurtenances.

The sites of the existing Wells #4 and #11 were chosen for use as new ASR wells for several reasons. Both wells are in need of replacement due to age and water quality concerns in the upper aquifer zones. The sites are ideally located for the development of a large pool of stored drinking water beneath the City and retaining that stored water within City limits. The intent is to inject water in the winter when City demand is reduced and supply from the Sacramento River is higher and then utilize some of the water to meet peak summer demands while storing significant amounts of water to supplement the City's water needs during future droughts. With the new chromium VI MCL, the ASR wells are planned to have an important role in both storage of surface water and in water supply to meet summer peak demands.

Discussion

The City advertised for bids on June 13, 2016. On August 11, 2016, the City received 7 bids for CIP 15-02 in the amounts tabulated below:

	CONTRACTOR	BASE BID
1	Myers and Sons Construction LP	$5,499,250.00
2	KG Walters Construction	$5,776,625.00*
3	Western Waters Constructors, Inc	$5,996,525.00
4	Conco West, Inc	$6,268,380.00*
5	Cushman Contracting Corporation	$6,495,500.00
6	Ranger Pipelines, Inc	$7,568,930.00
7	Clark Bros. Inc. Contrators	$15,295,666.00*

* Bids adjusted due to tabulation errors

The engineer's estimate for the project construction was $6,000,000. Staff has performed due diligence in reviewing the bids. Myers & Sons Construction LP has been determined to be the lowest responsive bidder and has complied with all technical submittal requirements.

Carollo was selected as the project's design engineer through a competitive process. Staff issued a Request for Proposals for the project and received six proposals. The proposals were reviewed and ranked and the top three firms were interviewed. Carollo received the highest ranking in both the proposal and interview stages of the selection process. The Carollo team includes a national expert in ASR well design, construction, and operation with decades of experience. The Carollo team has cumulatively overseen construction of over 100 ASR wells across the United States. The original contract included services only through design. Due to the highly specialized nature of ASR projects, staff is recommending the construction management and inspection services contract remain with Carollo to ensure the intent of the design is met. Additionally, the proposed scope of services includes preparation of an operations & maintenance manual, staff training, and assistance in the implementation of an extended recharge cycle testing program for the first year of recharge and recovery operations.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 250 working days for completion of the project which excludes weekends, holidays, delays due to weather and lead time for ordering pipe material. Staff anticipates completion of the project in the fall of 2017.

Conclusion

Staff recommends that the City Council:

1. Adopt Resolution No. _____, Approving a Construction Contract with Myers & Sons Construction LP in the Amount of $5,499,250 for CIP 15-02, ASR WELLS 29 & 30 Equipping and Building Project; and
2. Authorize a contract contingency of up to 10% ($549,925); and
3. Authorize the City Manager to execute a consultant agreement for construction management and inspection services with Carollo Engineers in an amount up to $1,200,000 and authorize a contingency of up to 10% ($120,000); and
4. Approve a new appropriation in FY 16/17 for $2,000,000 from the water enterprise fund.

Prepared by: Ed Wisniewski, Associate Civil Engineer

Reviewed by: Tim Busch, Principal Utility Engineer
Brent Meyer, City Engineer
Ken Hiatt, Community Development Director

Paul Navazio, City Manager

ATTACHMENTS:
Attachment A - Resolution
Attachment B - Consultant Agreement for Construction Management and Inspection Services

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH MYERS & SONS CONSTRUCTION LP IN THE AMOUNT OF $5,499,250 FOR CIP 15-02, ASR WELLS 29 & 30 EQUIPPING AND BUILDING PROJECT.

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with Myers & Sons Construction LP for CIP 15-02, ASR Wells 29 & 30 Equipping and Building Project; and

WHEREAS, the City Council wishes to approve a construction contract contingency of up to 10% ($549,925); and

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on June 7, 2016; and the City of Woodland advertised for bids on June 13, 2016; and

WHEREAS, on August 11, 2016 the City of Woodland received 7 bids, and Myers & Sons Construction LP was determined to be the lowest responsive bidder with a base bid of $5,499,250; and

WHEREAS, the City Council wishes to approve a Construction Contract with Myers & Sons Construction LP, and authorize its execution through adoption of this Resolution.

WHEREAS, the City Council wishes to approve a new appropriation in FY 16/17 for $2,000,000 from the water enterprise fund.

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

Section 1. The City Council hereby approves the Construction Contract with Myers & Sons Construction LP in the amount of $5,499,250 and approves a ten (10%) percent construction contingency in the amount of $549,925. The City Manager is hereby authorized and directed to execute the contract, 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 herein does not change.

Section 2. The City Council hereby authorizes the City Manager to approve a consultant agreement with Carollo Engineers for construction management and inspection services for an amount up to $1,200,000 and a 10% contract contingency in the amount of up to $120,000.

Section 3. The City Council hereby approves a new appropriation in FY 16/17 for $2,000,000 from the water enterprise fund bringing the budget for CIP #15-2 to $11,000,000.

Section 4. Copies of the Construction Contract and Consultant Agreement for Construction Management and Inspection Services are available and on file in the City Clerk's office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this ________ day of ___________ 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Jim Hilliard, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

ENGINEER'S SERVICES

ENGINEER shall perform the following services (Task numbers are consistent with attached fee)

The tasks to be completed as part of this Task Order include:

1. Project Management and Administration During Construction;
2. Engineering Services During Construction.
3. Construction Management Services
4. Special Inspections: Structural Observations as required by California Building Code
5. Interim Recharge and Initial Well Development Programs
6. Construction Project Closeout Services
7. Post-Construction Services

There is also an Owner's Allowance included that will allow the Owner to request additional services regarding unforeseen circumstances arising from ASR well operation.

ASSUMPTIONS

1. The construction duration will be twelve (12) months.

2. The CONSTRUCTION MANAGER is scoped to be at the project work sites twice a week for two hours each visit. Special Inspections will occur as needed. Therefore, additional construction observation will need to be conducted by the OWNER to verify construction methods and procedures when the CONSTRUCTION MANAGER is not on site. The OWNER should document construction progress in writing and with pictures, which may be added to the web-based construction document management system (see Task 1.1 below) to record construction progress.

3. OWNER will provide pertinent information on its historian data management system to support development of SCADA program logic and also to support preparation of a template for recording and display of ASR operations data, both hydraulic and water quality.

4. An Owners Allowance will be authorized in the Budget, providing flexibility for the ENGINEER to assist the OWNER on an as-needed basis during the ASR cycle testing program, to address any unforeseen technical issues that may arise.

TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION DURING CONSTRUCTION

Task 1.1 - Maintain Coordination / Manage Team

Maintain coordination of the project with OWNER, CONTRACTOR, and ENGINEER team members. This task includes internal team meetings and regular correspondence with team members. Review work progress for quality and completion. The ENGINEER will designate a construction services coordinator who will serve as the primary contact for the OWNER and CONTRACTOR during construction, and who will coordinate the activities of other members of the ENGINEER's project team. The project team will utilize a web-based construction document management system for receipt and distribution of schedule updates, submittals, submittal responses, RFIs, RFI responses, design clarifications, field orders, change orders, and other project documents. Logs will be maintained for: submittals; RFIs; field orders; change order requests; change orders and other documents. Logs will be distributed to the project team periodically.

Task 1.2 – Monthly Progress Reports
Monitor project schedule and budget on a continuous basis and prepare invoices on a monthly basis for submission to OWNER.

Deliverables:
1. Monthly invoices.
2. Monthly progress reports.

TASK 2 – ENGINEERING SERVICES DURING CONSTRUCTION
The following sections describe the detailed scope of engineering services during construction:

Task 2.1 - Pre-Construction Conference
ENGINEER shall prepare an agenda for, attend, take meeting notes, and type and distribute minutes to the participants for an OWNER-led pre-construction conference. Key members of the ENGINEER's design team will also participate in the meeting via conference call.

Task 2.2 - Design Engineer Site Visits
The ENGINEER's local representative shall visit the construction sites for the two facilities every other week (4 hours per visit including travel time) to monitor construction progress and to address CONTRACTOR questions and RFIs. The project manager will visit the construction sites twice during project construction (eight hours per visit including travel time). Members of the ENGINEER's design team shall also visit the sites at key times during construction to monitor specific aspects of the construction. The kickoff meeting and closeout meeting are excluded from this task.

ENGINEER shall schedule the local representative visits every two weeks to coincide with the construction progress meetings or as required by the OWNER. The local representative will prepare a construction log for each visit including progress photos for each of the sites and distribute to the project design team and the OWNER.

Two site visits will be conducted by ASRS during construction (eight hours per visit, not including travel time), and is included in Task 3.2.

Task 2.3 - Submittal Reviews
The ENGINEER's designated construction services coordinator will maintain a submittal log and will utilize the web-based construction document management system to distribute submittals to members of the design team for review. The designated design team members will review the submittals for compliance with the contract documents. They will provide written comments and a summary response for each submittal. The review comments will be routed through the ENGINEER's construction services coordinator for return to the CONTRACTOR. Based on specification submittal requirements for equipment, material, and testing, a total of 170 submittal reviews (including original submittals and a 50-percent resubmittal rate) are included in the scope. The corresponding budget is based on an average of 4 hours per submittal for the ENGINEER's review and response, and 2 hours per resubmittal for up to 50% of the total shop drawing count.

Task 2.5 - Response to Contractor's Request for Information (RFIs)
ENGINEER shall receive and respond to CONTRACTOR's RFIs. The ENGINEER's construction services coordinator will maintain an RFI log, and may utilize members of the design team to resolve specific issues and to assist in preparation RFI responses. The RFI log will be periodically distributed to the CONTRACTOR, the ENGINEER's design team and the OWNER. A total of 70 RFIs are included in the scope. The corresponding budget is based on an average of 4 hours per RFI for the ENGINEER's review and response.

Task 2.6 - Preparation of Design Clarifications (DCs)
ENGINEER shall prepare design clarifications (DCs) as required by the project. A total of 21 DCs are included in the scope. The corresponding budget is based on an average of 6 hours per DC, which includes preparation time, discussions with CONTRACTOR and OWNER representatives in the field, and preparation of the design clarification memorandums (DCMs).

Deliverables:
1. Agenda and minutes for pre-construction conference.
2. Electronic responses to RFIs.
3. Responses to submittals.
4. Submission of DCMs.

TASK 3 – CONSTRUCTION MANAGEMENT SERVICES

Task 3.1 - Contract Administration
The ENGINEER's construction management staff (CONSTRUCTION MANAGER) shall perform the following contract administration services:

A. Construction Project Meetings - The CONSTRUCTION MANAGER shall conduct and document bi-weekly progress meetings and other special technical meetings for the Construction Project. The CONSTRUCTION MANAGER shall prepare and distribute meeting agendas and minutes to attendees and others involved with the Construction Project, as required. Some project team members will participate in the project meetings via telephone conference call. Copies of the latest project logs will be distributed to the project team for reference during the meetings. Including subcontractors, meetings are anticipated to be 2 hours/meeting/person for two people, including travel, 1 hour/meeting/person for two people via telephone, and 3 hours/meeting for one person for agenda prep, meeting minutes, team review, and distribution.

B. Records/Information Management - The CONSTRUCTION MANAGER shall maintain detailed Construction Project records, inspection reports, schedules, correspondence, and documentation of all major decisions and actions for the Construction Project. The CONSTRUCTION MANAGER shall utilize a web-based construction document management package to manage communications and develop reports. Through this software, the CONSTRUCTION MANAGER will control and document submittals, schedules, cost issues, meeting notes, Contract Change Orders, RFIs, and other related Construction Project documents. Project team members (OWNER, CONTRACTOR, ENGINEER, and CONSTRUCTION MANAGER) will be provided login credentials for access to this system. This effort assumes 2 hrs/month for one person.

C. Monthly Reports - The CONSTRUCTION MANAGER shall prepare and submit to the OWNER a monthly progress report which shall include a construction progress summary and schedule, construction cash flow and payments, and summary logs for Contract Change Orders, RFIs, and DCs. This task assumes 2.5 hrs/month for one person.

D. Schedule Review - The CONSTRUCTION MANAGER shall review the CONTRACTOR's baseline schedule and three-week look ahead schedules, focusing on key elements such as logic, sequencing constraints, shutdown requirements, early completion milestones, impact on field changes, and schedule completeness. This effort assumes 3 hrs/month for one person.

E. Monthly Progress Payment Review - The CONSTRUCTION MANAGER shall review the CONTRACTOR's monthly progress payment requests for correctness and completeness and shall recommend payment accordingly. This effort assumes 1 hr/month/person for two people (including review from subconsultants).

F. Contract Change Order Documentation and Preparation - The CONSTRUCTION MANAGER shall prepare Contract Change Orders and, in conjunction with the ENGINEER's office engineering staff, shall determine changed conditions, define scope, prepare independent cost estimates, negotiate with the CONTRACTOR, and prepare and process Contract Change Orders for incorporation into the Construction Project contract. This effort assumes 2 hrs/week for one person.

G. Monitor Contractor Redlines - On a regular basis, the ENGINEER shall monitor redlines maintained by the CONTRACTOR to ensure that they are updated. At the 50-, 75-, and 90-percent completion levels, the ENGINEER shall perform a review of the CONTRACTOR's redlines for general completeness. This effort assumes 1 hr/week for one person.

H. Payroll and Compliance Statements - The CONSTRUCTION MANAGER shall collect and review weekly payroll and compliance statements from the CONTRACTOR as required by the Davis-Bacon Act and the State Revolving Fund Program. This effort assumes 1 hr/week for one person.

I. Labor Compliance Interviews - The CONSTRUCTION MANAGER shall conduct periodic labor compliance interviews using accepted forms issued by the State or OWNER's Labor Compliance guidelines. Field inspection diaries will note the presence of the contractor and subcontractors on the project. This will allow for payroll verification, adherence to compliance with state prevailing wage and labor laws, apprenticeship requirement verification, and subcontractor/DBE utilization tracking. The CONSTRUCTION MANAGER shall review the weekly submitted CONTRACTOR and subcontractor payroll reports and inform the CONTRACTOR of any inconsistencies, irregularities or if any payroll submittals are missing. This effort assumes 2 hrs/month for one person.

Task 3.2 - Observation and Inspection Services
The CONSTRUCTION MANAGER shall perform the following field inspection services at the construction project sites:

A. Field Observation - The CONSTRUCTION MANAGER shall provide periodic field observation to ensure that the CONTRACTOR's work is performed in general compliance with the Contract Documents. This task includes the services of a senior observer twice a week (2.5 hrs/visit including travel), an assistant engineer every other week (2.5 hrs/visit including travel), selected site visits by key members of the design team, and an electrical/instrumentation engineer during electrical and instrumentation construction activities.

B. Special Inspection - The CONSTRUCTION MANAGER shall provide special inspection services as needed, including expertise in the following disciplines: Structural; geotechnical; electrical; and instrumentation. This effort is assumed to include an average of 8 hrs/month for one person.

Task 3.3 - Testing Services

A. Concrete Testing - The CONSTRUCTION MANAGER shall provide the services of a qualified testing laboratory as a subconsultant to conduct concrete cylinder sampling and testing.

B. Compaction Testing Confirmation - The CONSTRUCTION MANAGER shall provide the services of a qualified testing laboratory as a subconsultant to conduct soil compaction confirmation sampling and testing. Per the contract documents, the CONTRACTOR will provide compaction compliance testing throughout the Construction Project; the ENGINEER's services shall be to verify the CONTRACTOR's laboratory and field analysis.

C. Miscellaneous Specialty Testing - The CONSTRUCTION MANAGER shall provide the services of a qualified testing laboratory as a subconsultant for specialty sampling and testing. Such specialty sampling and testing may include concrete masonry mortar grout testing, anchor bolt testing, structural weld testing and inspection services, and other testing services as required by the Contract Documents.

Deliverables:

1. Construction progress meeting agendas and minutes.
2. Monthly construction progress reports.
3. Summary logs for RFIs, DCs, and COs.
4. Labor compliance interview forms.
5. Test reports.

TASK 4 – SPECIAL INSPECTIONS

Task 4.1 - Structural Observations as required by California Building Code
ENGINEER shall perform structural observations of the PROJECT as required by CBC, Section 1704. It is assumed that six (6) site visits are required, 6 hour visit including travel.

TASK 5 - INTERIM RECHARGE AND INITIAL WELL REDEVELOPMENT PROGRAMS

Task 5.1 - Interim Recharge
The ENGINEER team will prepare an interim recharge program plan which will be implemented by the OWNER as soon as well construction and development has been completed, and as soon as water is available for recharge from the new surface water treatment plant, whichever occurs later. The interim recharge program will store water in each ASR well during the approximately 12-month period when the two ASR wells are being equipped and wellhead facilities are being constructed. The plan will include guidelines for flow rates and pressures;

monitoring of water levels, water quality and cumulative volumes; periodic reporting and review of the data, and operational adjustments, as needed. The ENGINEER's team will prepare the plan and monitor well and aquifer performance, making operational recommendations as appropriate. With no pump in the ASR wells, backflushing will not be possible, so recharge rates may tend to steadily decline due to well clogging. The interim recharge program will terminate when wellhead facilities construction has been completed and Task 5.2 begins, following which the ASR wells will begin full operation.

Task 5.2 - Recharge Well Development Program
The ENGINEER shall implement the recharge development program. This will include detailed field data gathering and interpretation to track the performance improvements. Injection based analytical routines will be used to guide development, determine the completion of development, and define the baseline hydraulic injection performance of the wellbore.

The development program will help establish well limitations (flows, water levels, pressures) during recharge operation. Successful approaches to de-clogging the well and conditioning the well for injection and production service will be established during the well development program.

The development program will yield the short term injection and production baseline hydraulic performance. This performance data will be used monitor the injection or pumping performance during the Cycle 1 Demonstration Operation Test, as well as gauge the recovery of losses through backwash and conditioning programs.

This task will be conducted using the permanent pump in each well. It is anticipated to be implemented approximately one year following beginning of interim recharge into each well. The ENGINEER will develop a preliminary Development and Testing outline for scheduling purposes. A water budget of proposed recharge and pumping requirements, correlated against pump-to–waste discharge limitations, will be assembled to help define the development schedule.

Approximately one week of travel to the job site for development and testing is anticipated for each well.

ASRS will develop a Recharge Well Development and Performance Evaluation Technical Memorandum (TM), which will provide input to acceptable recharge parameters based upon injection data analysis.

The well testing TM will document the well development activities and successful operation practices. The information will provide the baseline hydraulic information for future performance tracking, and recommended backwash and well conditioning approaches to maintain the operational performance. Filed data and analysis plots will be provided to support recommended operational practices.

Deliverables:

1. Interim recharge plan (draft and final); data collection template, and operational adjustment recommendations, as appropriate.
2. Recharge Well Development and Performance Evaluation Technical Memorandum.

TASK 6 - CONSTRUCTION PROJECT CLOSEOUT SERVICES

Task 6.1 - Record Drawings
ENGINEER shall review, after substantial completion, the final version of the CONTRACTOR's redline drawings. The CONTRACTOR is required by contract to provide to the OWNER and ENGINEER a final set of marked-up drawings. Based on the contractor's mark-ups, ENGINEER shall prepare the record drawings in an electronic format for delivery to the OWNER.

Task 6.2 - Substantial and Final Completion Inspection
Following notice from the CONTRACTOR, the ENGINEER will conduct an inspection to determine if the Project is substantially complete in accordance with the construction documents. If the ENGINEER considers the work substantially complete, the ENGINEER will deliver to the OWNER and the CONTRACTOR the Certificate of Substantial Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the OWNER and the CONTRACTOR. If the work is not substantially complete, the process shall be repeated until the work is substantially complete.

The ENGINEER will, upon completion of the punch list items as notified by the CONTRACTOR, make final inspection to determine if the finished work has been completed to the standard required by the Contract Documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and determine that the CONTRACTOR has fulfilled the obligations so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable, subject to any conditions therein expressed and in consultation with the OWNER whether the work is finally complete. At or prior to the final inspection, the ENGINEER will request the CONTRACTOR prepare and furnish;

A. Certification that all obligations for payment for labor, materials or equipment related to the work have been paid or otherwise satisfied;

B. Certification that all insurance and bonds required of the CONTRACTOR beyond final payment is in effect and will not be canceled or allowed to expire without notice to the OWNER;

C. The written consent of surety for final payment;

D. Record document information is complete and submitted;

E. All keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for close-out of the work; and

If the work is not finally complete, the process shall be repeated until the work is finally complete.

Promptly after the work is determined to be finally complete and the ENGINEER determines that the CONTRACTOR has properly submitted the items required for final inspection, the ENGINEER will determine whether the CONTRACTOR is entitled to final payment and, if so, will so certify to the OWNER.

The ENGINEER's certification that the CONTRACTOR is entitled to final payment constitutes the ENGINEER's representation to the OWNER that;

A. The work complies with (a) the construction Contract Documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the Project, and (c) applicable installation and workmanship standards;

B. The CONTRACTOR has submitted proper Final Completion close-out documents; and

C. The CONTRACTOR is entitled to final payment.

The ENGINEER will provide to the OWNER, at the time it submits a signed final payment request from the CONTRACTOR, all Final Completion close-out documents.

Task 6.3 - Training
The ENGINEER will review CONTRACTOR's training plan and instruction materials for compliance with construction documents. CONTRACTOR or Manufacturer training presentations shall be scheduled and coordinated with OWNER personnel and facility operation. ENGINEER will provide instruction to OWNER personnel on the Project objectives, design intent, and system operational procedures.

Specific training services shall consist of the following:

A. CONTRACTOR’s and Manufacturer’s training.

CONSTRUCTION MANAGER will coordinate and monitor the CONTRACTOR’s and manufacturer’s training of OWNER personnel.

1. Discuss the preliminary course and lesson plan development with the Contractor and the Manufacturer. One meeting shall be held with OWNER’s operational staff and the CONTRACTOR for this discussion.

2. Review and approve lesson plans and course materials.

3. Liaison between OWNER and CONTRACTOR.

4. Monitor training sessions;

i) Monitor attendance and;

ii) Assist classroom discussions.

5. Report to OWNER for each training class conducted.

B. ASR Well System Training.

ENGINEER will provide training on the design and operation of the ASR programming and OIT interface to OWNER personnel.

1. Develop training lesson plan and presentation material for the ASR program and OIT interface. The lesson plans shall include the following subjects;

i) Purpose and design intent of system;

ii) Process operations and principles;

iii) System controls and control strategies;

iv) Specific sampling, monitoring, and specific capacity calculations;

v) Hands-on demonstration; and

vi) Conduct training on the ASR program and OIT interface. Training will consist of hands-on instruction.

Task 6.4 - Commissioning
The ENGINEER will provide the OWNER with start-up and operations services during commissioning of the facilities. Commissioning is defined as the process in which the newly constructed facility will be placed into routine operation. The commissioning process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction phase to routine operation. The Commissioning program will include three phases as follows:

Phase I - Initial start-up in manual operating mode.

Phase II - Transition into computer operating mode.

Phase III - Transition from ENGINEER to OWNER operation.

Commissioning will begin no later than upon substantial completion of the facilities.

Start-up Plan: The CONTRACTOR shall prepare a start-up plan and procedures to be approved by the ENGINEER for OWNER and CONTRACTOR staff. The start-up plan will include identification of key milestone activities necessary for orderly start-up of the facilities. The milestone activities will include coordination of chemical deliveries, completion of any construction activities required for substantial completion, coordination of required CONTRACTOR maintenance activities, etc. The plan shall identify the time required for each commissioning phase.

Phase I - Manual Start-up: The objective for Phase I commissioning is for ENGINEER to verify proper operation of equipment and facilities in manual mode in accordance with the design concept. Phase I commissioning will consist of the following activities:

A. The ENGINEER will coordinate with OWNER personnel to operate the new facilities. Following a sequentially coordinated initial start-up of the facility, the facility would be operated continuously. Phase I commissioning operation is anticipated to require continuous (24 hours per day) operation, providing time for CONTRACTOR access for maintenance, troubleshooting and correcting malfunctions.

B. The ENGINEER's operations team will verify that each process, associated mechanical equipment, associated hydraulic control devices, and conveyance components operates properly under actual operating conditions. This includes the verification that all hardwired electrical control interlocks and safeguards are functioning properly.

C. The CONSTRUCTION MANAGER's inspection staff will maintain documentation of the areas of operational concern encountered during the manual start-up phase with a determination of whether the item of concern is a CONTRACTOR warranty issue or requires a design modification. The ENGINEER will monitor the documented concerns and promptly notify the CONTRACTOR of all warranty issues.

D. Design modifications will be promptly evaluated by the ENGINEER and recommendations shall be presented to the OWNER for a determination of the necessity for implementation.

E. The ENGINEER's instrumentation support staff will complete the necessary check out of the instrumentation system components and initial loading of the control software simultaneously with the completion of the Phase I activities.

F. During construction, start-up, and testing ENGINEER and ASR Systems (ASRS) will:

1. Provide assistance in the preliminary testing of the new equipment and associated final walk through. This will include validation of valve actions, control logic, and that all equipment is functioning as specified to start the warranty period.

2. Provide construction support as called upon. This may include setting up the PLC, establishing or adjusting alarm set points, and/or determining or adjusting real-time field operating control points.

3. ENGINEER and ASRS will also review final construction documents. This is to include the record drawings of the facility and any machinery related literature for operation and maintenance.

Phase II - Transition to Computer Operation Mode: The objective of Phase II commissioning is for the ENGINEER to verify the proper remote control and operation (to the degree of automation included in the instrumentation system design) of the facility in accordance with the design concept. Phase II commissioning will consist of the following activities:

A. The ENGINEER will coordinate with the OWNER to operate the facility using the instrumentation and control system. Following a sequentially coordinated initial start-up of each component, the entire facility will be operated continuously. It is anticipated that Phase II operation will require continuous (24 hour per day) operation. The schedule shall be coordinated to accommodate CONTRACTOR and/or ENGINEER access for maintenance, troubleshooting and correcting malfunctions.

B. The ENGINEER's operations team will verify that each system, associated mechanical equipment, and instrumentation system components operate properly under actual operating conditions. This includes the verification that all software based electrical/process control monitoring, interlocks, automatic control logic, alarms, and report generation subroutines are functioning properly.

C. The ENGINEER's instrumentation staff will maintain documentation of the areas of operational concern encountered during Phase II commissioning with a determination of whether the item of concern is a CONTRACTOR warranty issue or requires a design modification. The ENGINEER will monitor the documented concerns and promptly notify the CONTRACTOR of all warranty issues.

D. Design modifications will be promptly evaluated by the ENGINEER and recommendations shall be presented to the OWNER for a determination of the need to implement.

Phase III - Transition from ENGINEER to OWNER Operation: The objective of Phase III commissioning is for the ENGINEER to assist the OWNER in the satisfactory transition of the remote control operation from ENGINEER to OWNER staff operation. Phase III commissioning will consist of the following activities:

A. It is anticipated that Phase III operation by the OWNER will require weekly recharge backwashing and monitoring of the well for approximately eight (8) backwash cycles. A preliminary estimate is that this may require eight to twelve weeks.

B. The ENGINEER will continue to document areas of operational concern encountered during the transition to OWNER operation with a determination of whether any item of concern is a Contractor warranty issue or requires a design modification. The ENGINEER will monitor the documented concerns and promptly notify the CONTRACTOR of all warranty issues.

C. Design and operation modifications will be promptly evaluated by the ENGINEER and recommendations shall be presented to the OWNER for a determination of the need to implement.

Task 6.5 - Permitting Assistance
ENGINEER shall provide the OWNER with assistance in securing an updated water supply permit to operate the ASR wells. This is expected to include the following:

1. A meeting or conference call with the State Division of Drinking Water, in which the ENGINEER's key design team staff will participate.
2. A site walk with the State Division of Drinking water, which the ENGINEER's project manager and project engineer will attend.
3. Preparation and review of permit application documents to be submitted to the State Division of Drinking Water.

Task 6.6 - Equipment Operations and Maintenance Manual and Draft ASR Guidance Document
ENGINEER shall receive and review Equipment Operations and Maintenance (O&M) documents and manuals provided by equipment vendors. These manuals will be provided to the OWNER when the project construction is nearly complete. ENGINEER will provide a draft version of this manual for use during system start-up and for initial operator training. ENGINEER shall incorporate OWNER comments in the final version.

ASRS shall prepare a draft ASR Guidance Document for the new ASR wells. OWNER will receive a draft version of this manual for use during system start-up and for initial operator training. ASRS shall incorporate OWNER comments in the final version, which will be prepared and submitted up to one year later (see Task 7.2 below) following operational startup and completion of Cycle 1. The final ASR Guidance Document will incorporate lessons learned from ASR operations during the first year, including any recommended adjustments to operating procedures.

The draft ASR Guidance Document will include descriptions of well operation modes and chemical feed systems, a detailed backwash plan, and a detailed well redevelopment plan.

Step-by-step procedures will be described to aid in passing down well operation to next generation staff.

The ASR Guidance Document will contain a written summary of:

i) Process objectives

ii) Descriptions of facilities and equipment

iii) Suggested operating procedures

iv) Process control information

v) Photos and drawings of system components

vi) General maintenance information

Deliverables:
1. Adobe Acrobat files of record drawings on CDs.
2. Two (2) full size drawing sets.
3. Recommendation for acceptance of construction projects.
4. Adobe Acrobat files of draft and final O&M manual on CDs.
5. Draft ASR Operations Guide

TASK 7 - POST-CONSTRUCTION SERVICES

Task 7.1 - One-Year Warranty Services
The ENGINEER shall make periodic visits to the Construction Project sites, as requested by the OWNER and to assist with equipment warranty resolutions. The ENGINEER shall also conduct an 11-month warranty inspection of each well site.

Task 7.2 - Post-Construction Services
After construction, and prior to turning over the well to the OWNER, ENGINEER and ASRS will conduct the following tasks:

A. Assist the OWNER to implement an extended recharge cycle testing program, as developed within the draft ASR Operations Guide. Testing will be conducted by the OWNER, and will consist of cycle testing for extended recharge and recovery cycles, as well as backwash events during up to the first year of recharge and recovery operations. The duration would include one long recharge period and one long recovery period, and will likely depend upon when in the calendar year that cycle testing is initiated. The hydraulic and water quality data from this testing will help to define the well and aquifer water level response to ASR operations; the wellbore mounding hydraulics; the water quality and geochemical effects associated with ASR operations, and whether the need exists to initially form and maintain a buffer zone in the aquifer, separating the stored drinking water from the surrounding native groundwater. The OWNER will schedule the cycle testing, collect the water quality and hydraulic data, and maintain a data base, sending the data at least monthly for review, utilizing a standard template to be prepared by ASRS. ASRS and the ENGINEER will assist the OWNER in data review and cycle testing program management.

B. Update and finalize the ASR Guidance Document, based on Cycle 1 test results.

Deliverables:
1. Recharge well development and performance evaluation technical memorandum.
2. Final ASR Guidance Document

OWNER'S ALLOWANCE

An Owners Allowance is included in the Budget as a separate line item. If currently unforeseen technical issues arise during the cycle testing program, the ENGINEER and ASRS will assist the OWNER to address and resolve these issues. These may include, for example, geochemical reactions occurring during ASR storage that adversely impact recovered water quality; water levels and pressures occurring during ASR operations that are outside the previously assumed range; lateral velocity issues that may change operating strategies; low recovery efficiency; well clogging and redevelopment; and modification of backflushing procedures.

Exhibit "A" - Consultant Budget
City of Woodland
ASR Wells 29 and 30 Project
08/02/16

TASK / DESCRIPTION	CAROLLO LABOR HOURS												SUBCONSULTANTS						DIRECT EXPENSE			TOTAL COST	
	PIC	PM	PE	Structural	Assistant Structural	Mechanical/ HVAC	Architectural	CAD Technician	DP	Carollo Hours	Carollo Labor Cost	Carollo Engineers	ASR Systems		ATEEM	Testing Lab TBD	Special Inspection Firm TBD	Total Subs	Other Direct Charges	PECE @ $/hr	Total Direct Charges		
	C. Cleveland	N. Nutter	M. Ducker/ J. Riley	D. Geisler	M. Hardy	K.Gardiner/H. Rice	M. Hollenbaugh						Cost	Expenses	Cost	Cost	Cost						
	$273	$252	$194	$230	$159	$230	$230	$119	$106											$11.70			
Task 1. Project Management and Administration During Construction	**4**	**28**	**144**	**0**	**0**	**0**	**0**	**0**	**0**	**176**	**$ 36,084**	**$ 40,347**	**$ 19,920**	**$ 598**	**$ 3,560**	**$ -**	**$ -**	**$ 25,281**	**$ 1,000**	**$ 2,059**	**$ 3,059**	**$ 64,425**	6%
1.1 Maintain Coordination / Manage Team	4	16	96							116	$ 23,748	$ 27,087	$ 15,600	$ 468	$ 3,560			$ 20,609	$ 1,000	$ 1,357	$ 2,357	$ 46,715	
1.2 Monthly Progress Reports		12	48							60	$ 12,336	$ 13,260	$ 4,320	$ 130	$ -			$ 4,672		$ 702	$ 702	$ 17,710	
Task 2. Engineering Services During Construction	**0**	**24**	**518**	**124**	**8**	**49**	**113**	**0**	**2**	**838**	**$ 173,804**	**$ 191,157**	**$ 30,055**	**$ 902**	**$ 80,020**	**$ -**	**$ -**	**$ 116,525**	**$ 2,000**	**$ 9,805**	**$ 11,805**	**$ 302,134**	27%
2.1 Pre-Construction Conference		8	12						2	22	$ 4,556	$ 5,932	$ 1,605	$ 48	$ 720			$ 2,492	$ 1,000	$ 257	$ 1,257	$ 8,305	
2.2 Design Engineer Site Visits		16	104		8					128	$ 25,480	$ 29,190	$ -	$ -	$ 24,240			$ 25,452	$ 1,000	$ 1,498	$ 2,498	$ 53,430	
2.3 Submittal Reviews			248	76		30	70			424	$ 88,592	$ 96,449	$ 19,350	$ 581	$ 38,000			$ 60,827		$ 4,961	$ 4,961	$ 154,380	
2.4 Response to Contractor's RFIs			106	33		13	30			182	$ 38,044	$ 40,867	$ 5,460	$ 164	$ 8,240			$ 14,557		$ 2,129	$ 2,129	$ 54,730	
2.5 Preparation of Design Clarifications (DCs)			48	15		6	13			82	$ 17,132	$ 18,720	$ 3,640	$ 109	$ 8,820			$ 13,198		$ 959	$ 959	$ 31,289	
Task 3. Construction Management Services	**8**	**52**	**732**	**44**	**160**	**44**	**44**	**0**	**0**	**1,084**	**$ 213,096**	**$ 230,560**	**$ 17,370**	**$ 4,121**	**$ 34,140**	**$ 20,000**	**$ 20,000**	**$ 100,413**	**$ -**	**$ 12,683**	**$ 12,683**	**$ 326,191**	29%
3.1 Contract Administration	8	40	312	32	60	32	32			516	$ 104,412	$ 110,927	$ 5,850	$ 176	$ 3,540			$ 10,044		$ 6,037	$ 6,037	$ 120,493	
3.2 Observation and Inspection Services		8	340	12	40	12	12			424	$ 82,616	$ 90,274	$ 11,520	$ 3,946	$ 18,480		$ 20,000	$ 56,643		$ 4,961	$ 4,961	$ 144,220	
3.3 Testing Services		4	80		60					144	$ 26,068	$ 29,359	$ -	$ -	$ 12,120	$ 20,000		$ 33,726		$ 1,685	$ 1,685	$ 61,479	
Task 4. Structural Observations	**0**	**2**	**8**	**0**	**72**	**0**	**0**	**0**	**0**	**82**	**$ 13,504**	**$ 14,463**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 959**	**$ 959**	**$ 14,463**	1%
4.1 Structural Observations		2	8		72					82	$ 13,504	$ 14,463	$ -	$ -	$ -			$ -		$ 959	$ 959	$ 14,463	
Task 5. Initial Well Development	**0**	**76**	**72**	**0**	**0**	**0**	**0**	**0**	**0**	**148**	**$ 33,120**	**$ 38,345**	**$ 38,700**	**$ 1,161**	**$ -**	**$ -**	**$ -**	**$ 41,854**	**$ 1,500**	**$ 1,732**	**$ 3,232**	**$ 78,206**	7%
5.1 Interim Recharge		16	32							48	$ 10,240	$ 11,469	$ 12,960	$ 389	$ -			$ 14,016		$ 562	$ 562	$ 24,818	
5.2 ASR Well Development Program		60	40							100	$ 22,880	$ 26,876	$ 25,740	$ 772	$ -			$ 27,838	$ 1,500	$ 1,170	$ 2,670	$ 53,388	
Task 6. Project Closeout Services	**4**	**112**	**440**	**28**	**0**	**108**	**28**	**108**	**20**	**848**	**$ 167,368**	**$ 183,578**	**$ 61,425**	**$ 5,447**	**$ 18,900**	**$ -**	**$ -**	**$ 90,060**	**$ 2,000**	**$ 9,922**	**$ 11,922**	**$ 269,350**	24%
6.1 Record Drawings	4	8	40	8		8	8	108		184	$ 29,240	$ 32,504	$ 9,475	$ 284	$ 2,460			$ 12,830	$ 500	$ 2,153	$ 2,653	$ 44,723	
6.2 Substantial and Final Completion Inspection		16	80	20		20	20			156	$ 33,352	$ 35,506	$ 1,800	$ 58	$ 4,720			$ 6,907		$ 1,825	$ 1,825	$ 42,084	
6.3 Training		16	40							56	$ 11,792	$ 13,763	$ 22,905	$ 2,487	$ 920			$ 27,628		$ 655	$ 655	$ 40,075	
6.4 Commissioning		40	80							120	$ 25,600	$ 28,673	$ 7,545	$ 2,026	$ 3,800			$ 14,040	$ 1,000	$ 1,404	$ 2,404	$ 42,044	
6.5 Permitting Assistance		8	40							48	$ 9,776	$ 10,574	$ 900	$ 27	$ 3,800			$ 4,963		$ 562	$ 562	$ 15,301	
6.6 Equipment O&M Manual/Draft ASR Guidance Doc		24	160			80			20	284	$ 57,608	$ 62,559	$ 18,800	$ 564	$ 3,200			$ 23,692	$ 500	$ 3,323	$ 3,823	$ 85,123	
Task 7. Post-Construction Services	**0**	**56**	**120**	**0**	**0**	**0**	**0**	**0**	**24**	**200**	**$ 39,936**	**$ 44,248**	**$ 17,392**	**$ 522**	**$ 11,520**	**$ -**	**$ -**	**$ 30,905**	**$ 500**	**$ 2,340**	**$ 2,840**	**$ 73,681**	7%
7.1 One Year Warranty Services		16	40							56	$ 11,792	$ 13,023	$ -	$ -	$ 11,520			$ 12,096		$ 655	$ 655	$ 24,543	
7.2 Post-Construction Services		40	80						24	144	$ 28,144	$ 31,224	$ 17,392	$ 522	$ -			$ 18,809	$ 500	$ 1,685	$ 2,185	$ 49,138	
TOTAL	**16**	**350**	**2,034**	**196**	**240**	**201**	**185**	**108**	**46**	**3,376**	**$ 676,912**	**$ 742,699**	**$ 184,862**	**$ 12,750**	**$ 148,140**	**$ 20,000**	**$ 20,000**	**$ 405,039**	**$ 7,000**	**$ 39,499**	**$ 46,499**	**$ 1,128,451**	
Owner's Allowance	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ 2,000**	**$ 25,000**	**$ -**	**$ 15,000**	**$ -**	**$ -**	**$ 42,000**	**$ -**	**$ -**	**$ -**	**$ 42,000**	
Owner's Allowance										0	$ -	$ 2,000	$ 25,000		$ 15,000			$ 42,000		$ -	$ -	$ 42,000	