



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

June 2, 2020
6:00 PM

CITY COUNCIL - AMENDED AGENDA - New Item Added under Consent Calendar

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. **Conference with Labor Negotiators,
Pursuant to Government Code Section 54957.6**
Agency Designated Representatives: Interim City Manager, Human Resources Manager and City Attorney
Employee Organization(s): Confidential Employees, Woodland Professional Firefighters' Association, Fire Mid-Management Employees, Mid-Management Unit Employees, Woodland City Employees Association (General Services), Woodland Police Mid-Management, Woodland Police Officers' Association and Woodland Police Supervisors Association

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

PLEASE NOTE: The June 2, 2020 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

- 1. The meeting will be held via teleconference and Council members will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public.**
- 2. The public is encouraged to listen to the City Council meeting live on Woodland TV Channel 20 and also by going to the City of Woodland web site at www.cityofwoodland.org/meetings.**
- 3. If you wish to make a comment during general public comment or on a specific agenda item, there are two ways to do that. You may leave a voice mail message at (530) 661-5900. All voice mail messages received by 6:00 p.m. will be played during the City Council meeting and read into the record at the appropriate time. Any member of the public watching the live stream who wishes to make a comment on an item as it is being heard may submit an email to the City Clerk at CouncilMeetings@cityofwoodland.org prior to Public Comment on that item. Email comments submitted to be read into the record shall be no more than three (3) minutes when read aloud. Please include the agenda item in the subject line.**

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. 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.

G. 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.

- 2. SUBJECT: Long Range Calendar**

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. PRESENTATIONS

3. SUBJECT: November 3, 2020 Election Planning and COVID-19 Safety Concerns

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from Jesse Salinas Yolo County Assessor/Clerk-Recorder/Registrar of Voters regarding the upcoming November 3, 2020 Election Planning and COVID-19 Safety Concerns.

I. CONSENT CALENDAR

4. SUBJECT: City Council Meeting Minutes of May 5, 2020 and May 19, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of May 5, 2020 and May 19, 2020.

5. SUBJECT: 2019 Water Quality Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and review the 2019 Water Quality Report

6. SUBJECT: County Road 25A (Miekle Ave. to Promenade Dr.) CIP 19-09 and East Heritage Parkway Mid-Block Crossing Improvement Project, CIP 19-10; Award Construction Contract

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ to: 1) Approve a construction contract for the County Road 25A (Miekle Ave. to Promenade Dr.), CIP 19-09 and East Heritage Parkway Mid-Block Crossing Improvement Project, CIP 19-10.; award the construction contract in the amount of \$1,692,647.70 to Desilva Gates Construction; authorize a contract contingency up to 10%; and authorize the City Manager to execute the construction contract and change orders; and 2) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$155,416.00; authorize a contract contingency up to 10%; and authorize the City Manager to execute the agreement and amendments.

7. SUBJECT: Construction Contract for the WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13, and Appropriate Project Funding

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Authorize RJ Gordon Construction, Inc. to withdraw their bid in accordance with Public Contract Code section 5100 et seq.; and 2) Reject the bid submitted by Synagro-WWT, Inc., as non-responsive for (1) failure to appropriately complete the bid schedule and (2) submitting an unbalanced bid; and 3) Award a construction contract with Ramcon Engineering and Environmental Contracting, Inc. for construction services in the amount of \$646,369 for the WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13 and approve construction contract change order(s) for construction contingencies of up to an additional 15% of the contract award amount (\$96,956); and 4) Approve the reallocation of \$765,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13.

8. SUBJECT: Dominguez Landscape Services Inc. First Contract Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract amendment in the amount of \$46,800.00 for additional services by Dominguez Landscape Services, Inc. for Landscape Maintenance Services in Zones 1 & 2.

9. TITLE: Approval of Subrecipient Agreements with the Yolo Wayfarer Center for the 2019 Continuum of Care Program

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute two subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2019 Continuum of Care program competition and authorizes an additional appropriation to the Supportive Housing Fund (322) in the aggregate amount of \$265,056.

10. SUBJECT: Planning Grant Application to the State Department of Housing and Community Development for LEAP Funds.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to submit a grant application requesting funds from the Local Early Action Planning (LEAP) grant program from the State of California Department of Housing and Urban Development.

11. SUBJECT: Continued Emergency Action for Interim Shelter Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050.

12. SUBJECT: **NEW ITEM, added May 30, 2020** - Closing the Digital Divide in Yolo County

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve a letter of support to Legislature and the Governor to permanently address the digital divide for rural communities in Yolo County in response to the COVID-19 shift to online distance learning.

J. REPORTS OF THE CITY MANAGER

13. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

14. SUBJECT: Urgency Ordinance of the City Council of the City of Woodland Authorizing the Community Development Director to Grant Emergency Temporary Use Permits that will Allow Restaurants and Other Businesses to Use Available Public and Private Outdoor Space to Meet Physical Distancing Requirements and Waiving any Applicant Fees Associated with the City's Review Process

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt by a Four-Fifths Vote Urgency Ordinance No. _____, an Urgency Ordinance of the City Council of the City of Woodland Authorizing the Community Development Director to Grant Emergency Temporary Use Permits that will Allow Restaurants and Other Businesses to Use Available Public and Private Outdoor Space to Meet Physical Distancing Requirements and Waiving any Applicant Fees Associated with the City's Review Process.

15. SUBJECT: Consideration of November 2020 Ballot Measure to Re-Authorize 1/4 Cent Sales Tax (Measure J)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1) Introduce Ordinance No. _____ re-authorizing and extending the City of Woodland's quarter-cent sales tax for general city services, programs and facilities for a period of ten years, subject to approval by the voters at the November 3, 2020 municipal election, and

2) Provide comment on draft ballot language, and

3) Direct staff to return to Council with a resolution calling for the consolidation of the election and placing four advisory measures on the November 3, 2020 ballot.

16. SUBJECT: Presentation of the Fiscal Year 2020/21 Proposed Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council formally receive the proposed City budget for fiscal year 2020/21.

K. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority of the City of Woodland scheduled for Tuesday, June 2, 2020 was posted on Friday, May 29, 2020 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 requests 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.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: G.2
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 B. 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 plan for upcoming Council items.

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name and title.

Ken Hiatt
Interim City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

JUNE 16TH

REGULAR MEETING

Presentation

Greater Sacramento Economic Council Presentation

Consent Calendar

Approve contract for WPCF Master Plan, CIP #14-07

Waste Mgmt Delinquent Garbage/Refuse Accounts – Call for Public Hearing

Weed Abatement – Call for Public Hearing

NOC I-5/CR102 Landscape Project, CIP 11-24

Regular Calendar

Board and Commission Appointments

Adoption FY 2020/21 Budget

Resolution Calling an Election for November 3, 2020

Homeless Shelter Bid Award and Operating Agreement

Public Hearing

L&L Districts

JULY 7TH

REGULAR MEETING

IT Presentation

City Council Meeting Minutes of June 2, 2020 and June 16, 2020

Apprenticeship / Workforce Development Programs

Traffic Calming Update – Pilot Projects

Crawford Park Rain Garden – Grant Contract

JULY 21ST

REGULAR MEETING

Public Hearing - Waste Management Liens

Public Hearing – Weed Abatement

Woodland Research & Tech Park – Specific Plan

SUMMER RECESS - July 22 thru August 17, 2020

Future Topics / Study Sessions:

August Council Recess 7/22 – 8/17 Merritt DA	September
October	TBD Youth Master Plan MOU (Summer) Comprehensive Zoning Update (Fall) Flood Project Certification of Final EIR (Fall) E. Main Street Mini-Storage CUP - PH Beeghly Ranch R-15 – PH N. Regional Pond & Pump Station #17-09



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: June 2, 2020

ITEM #: H.3

SUBJECT: November 3, 2020 Election Planning and COVID-19 Safety Concerns

SUBJECT: November 3, 2020 Election Planning and COVID-19 Safety Concerns

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation from Jesse Salinas Yolo County Clerk-Recorder/Assessor regarding the upcoming November 3, 2020 Election Planning and COVID-19 Safety Concerns.

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over a horizontal line.

Ken Hiatt
Interim City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: I.4
SUBJECT: City Council Meeting Minutes of May 5, 2020 and May 19, 2020

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of April 7, 2020 and April 21, 2020 and the Special City Council Meeting Minutes of April 14, 2020.

Staff Contact:

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

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over a horizontal line.

Ken Hiatt
Interim City Manager

Attachments:

1. 05_05_2020 DRAFT CC Mins
2. 05_19_2020 DRAFT CC Mins

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, May 5, 2020

6:00 PM

City Council

CITY COUNCIL

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

PLEASE NOTE: The May 5, 2020 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

1. **The meeting will be held via teleconference and Council members will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public.**
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A. CALL TO ORDER

Meeting called to order at 06:02 PM

B. ROLL CALL

Based on a roll call vote, the following Council Members were present:
Council Members Present: Barajas, Fernandez, Lansburgh and Stallard
Absent: Rodriguez (arrived at 6:35 PM)

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Pro Tem Stallard.

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-mail received from Dale Dennis regarding COVID-19 and Shelter in Place read into the record.

E-mail received from Bruce Jacks regarding W. Main Street Bike Lane Width read into the record.

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.

Verbal updates provided Council Members/Staff.

1. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

F. MINUTES

2. SUBJECT: City Council Meeting Minutes of April 7, April 14 and April 21, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of April 7, 2020 and April 21, 2020 and the Special City Council Meeting Minutes of April 14, 2020.

On a motion by Mayor Pro Tem Stallard, seconded by Council Member Barajas and carried on a 4-0 roll call vote, Council Members adopted the City Council Meeting Minutes of April 7, April 14 and April 21, 2020.

Ayes: Barajas, Fernandez, Lansburgh and Stallard

Noes: None

Absent: Rodriguez

G. CONSENT CALENDAR

3. SUBJECT: Sacramento-Yolo Mosquito & Vector Control District Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a written update from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District regarding current mosquito control issues and what can be expected in the upcoming months relating to mosquitoes and West Nile virus.

Received a written update from Gary Goodman, District Manager for the Sacramento-Yolo Mosquito & Vector Control District regarding current mosquito control issues and what can be expected in the upcoming months relating to mosquitoes and West Nile virus.

4. SUBJECT: Woodland Police Officer Association (WPOA) Side Letter

RECOMMENDATION FOR ACTION: Staff recommends that the City Council authorize the City Manager to sign the attached Side Letter, which clarifies the collection of Dues by the Woodland Police Officer Association (WPOA) and brings the collection into compliance with current law.

Authorized the City Manager to sign Side Letter, which clarifies the collection of Dues by the Woodland Police Officer Association (WPOA) and brings the collection into compliance with current law.

5. SUBJECT: First Amendment to Sports Park Concession Stand Contract

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a First Amendment to the Amended and Restated Lease Agreement between City of Woodland and Las Brasas Express, LLC for the Operation of the Woodland Sports Park Concession Stand.

Adopted RESOLUTION NO. 7443, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY AND LAS BRASAS EXPRESS, LLC FOR OPERATION OF THE WOODLAND SPORTS PARK CONCESSION STAND.

6. SUBJECT: Consultant Agreement for Construction Management and Inspection Services for Improvements Associated with Spring Lake Central Phase 3 Subdivision and Parkland Avenue Extension Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$303,110.00 for the Spring Lake Central Phase 3 Subdivision and Parkland Avenue Extension Improvements; and authorize the City Manager to execute the agreement and amendments up to 15% of the agreement amount.

Adopted RESOLUTION NO. 7444, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN AGREEMENT WITH ASSOCIATED ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES.

7. SUBJECT: Authorize an Electric Vehicle Charging Network Easement for PG&E at 655 North Pioneer Avenue, Woodland, CA

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an Electric Vehicle Charging Network "EVCN" Easement for Pacific Gas and Electric "PG&E" at 655 North Pioneer Avenue, Woodland, CA as part of PG&E's EV Fleet Electrification Program.

Adopted RESOLUTION NO. 7445, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING AN ELECTRIC VEHICLE CHARGING NETWORK EASEMENT FOR PG&E AT 655 NORTH PIONEER AVENUE, WOODLAND, CA.

8. SUBJECT: Letter to Governor Newsom related to COVID-19 Fiscal Impact on California Cities

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve a letter requesting Governor Newsom establish a city revenue stabilization fund for direct aid to all cities; allocate a share of the State's CARES Act fund for cities with populations under 500,000 and create a COVID-19 financing vehicle that all cities can access to support immediate cash flow needs.

Approved a letter requesting Governor Newsom establish a city revenue stabilization fund for direct aid to all cities; allocate a share of the State's CARES Act fund for cities with populations under 500,000 and create a COVID-19 financing vehicle that all cities can access to support immediate cash flow needs.

9. SUBJECT: Continued Emergency Action for Interim Shelter Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050.

Determined and approved by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050.

10. SUBJECT: Resolution Ratifying Amendments to the Extended Limited Term COVID-19 Administrative Leave Policy

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Ratifying Amendments to the Extended Limited Term COVID-19 Administrative Leave Policy adopted on April 14, 2020.

Adopt RESOLUTION NO. 7446, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND RATIFYING THE CHANGES TO EXTENDED LIMITED DURATION COVID-19 ADMINISTRATIVE LEAVE POLICY ADOPTED BY THE CITY COUNCIL ON APRIL 14, 2020.

11. SUBJECT: Quarterly Treasurer's Investment Report for the Quarter Ended March 31, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended March 31, 2020.

Accepted the quarterly Treasurer's Investment Report for the quarter ended March 31, 2020.

H. REPORTS OF THE CITY MANAGER

12. SUBJECT: Approval of Measure J Spending Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No.____, approving the updated Measure J Spending Plan.

Adopted RESOLUTION NO. 7447, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE UPDATED MEASURE J SPENDING PLAN.

13. SUBJECT: Approval of the Measure E Spending Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No.____, approving the updated Measure E Spending Plan.

Adopted RESOLUTION NO. 7448, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE UPDATED MEASURE E SPENDING PLAN.

14. SUBJECT: Approval of Measure F Spending Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No.____, approving the updated Measure F Spending Plan.

Adopted RESOLUTION NO. 7449, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE UPDATED MEASURE F SPENDING PLAN.

15. SUBJECT: Fiscal Year 2020/21 – FY2023/24 Capital Improvement Program (CIP)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation regarding the City's fiscal year 2020/21 – FY2023/24 Capital Improvement Program (CIP).

Received a presentation regarding the City's fiscal year 2020/21 – FY2023/24 Capital Improvement Program (CIP).

I. ADJOURN

Meeting adjourned at 07:12 PM.

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, May 19, 2020

6:00 PM

City Council

CITY COUNCIL - AMENDED AGENDA - ITEM NO. 10 - Recommendation for Action No. 2

CLOSED SESSION

5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. **Conference with Labor Negotiators,
Pursuant to Government Code Section 54957.6**
Agency Designated Representatives: Interim City Manager, Human Resources Manager and City Attorney
Employee Organization(s): Confidential Employees, Woodland Professional Firefighters' Association, Fire Mid-Management Employees, Mid-Management Unit Employees, Woodland City Employees Association (General Services), Woodland Police Mid-Management, Woodland Police Officers' Association and Woodland Police Supervisors Association

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

PLEASE NOTE: The May 19, 2020 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

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C. CALL TO ORDER

Meeting called to order at 06:01 PM

D. ROLL CALL

Council Members present based on roll call vote:

Present: Barajas, Fernandez, Lansburgh and Sta

Absent: Rodriguez (will be arriving late)

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Barajas.

F. 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.

Received one e-mail and it was read into the record.

Received three (3) voicemail messages and were played back by IT staff.

Council Member Rodriguez signed-on to the Webex meeting at the end of Public Comment.

G. 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.

Verbal updates provided by Council Members/Staff

2. SUBJECT: Long Range Calendar

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Long Range Calendar for informational purposes only.

H. CONSENT CALENDAR

3. SUBJECT: Fire Department Quarterly Status Report for the period of January 2020-March 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for January 2020 through March 2020.

Accept the Fire Department Quarterly Status Report for January 2020 through March 2020.

4. SUBJECT: Public Works Week Proclamation May 17-23, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim May 17-23, 2020 as Public Works Week.

Proclaimed May 17-23, 2020 as Public Works Week.

5. SUBJECT: Police Department Quarterly Status Report for the period of January 2020 through March 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Police Department Quarterly Status Report for the period of January 2020 through March 2020.

Accepted the Police Department Quarterly Status Report for the period of January 2020 through March 2020.

6. SUBJECT: Intent to Levy Assessments: Lighting and Landscaping Districts

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt fourteen (14) resolutions, Resolution No. _____ through Resolution No. _____ to Initiate Proceedings for the Annual Levy and Collection of Assessments; Preliminarily Approve the Engineer's Annual Levy Reports and Declare its Intention to Levy and Collect Annual Assessments for the Gibson Ranch, West Wood, North Park, Spring Lake and Gateway Lighting and Landscaping Districts, and Streng Pond Maintenance District; and Call for a public hearing on June 16, 2020.

Adopted RESOLUTION NO. 7450, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; RESOLUTION NO. 7451, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE GIBSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; RESOLUTION NO. 7452, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2020/2021; RESOLUTION NO. 7453, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE NORTH PARK LIGHTING AND LANDSCAPING DISTRICT, FISCAL YEAR 2020/2021; RESOLUTION NO. 7454, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2020/2021; RESOLUTION NO. 7455, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE STRENG POND LANDSCAPING MAINTENANCE DISTRICT, FISCAL YEAR 2020/2021; RESOLUTION NO. 7456, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE WEST WOOD UNIT NO. 1 LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2020/2021; RESOLUTION NO. 7457, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR THE WEST WOOD UNIT NO. 1 LANDS; RESOLUTION NO. 7458, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND INITIATING PROCEEDINGS FOR THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2020/2021 PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972; RESOLUTION NO. 7459, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PRELIMINARY APPROVING THE CITY OF WOODLAND SPRING LAKE LANDSCAPING AND LIGHTING DISTRICT ENGINEER'S REPORT, AND THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR

7. SUBJECT: Award Contract to Bauer Compressors Inc. for a SCBA Fixed Fill Station and Related Equipment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the purchase agreement with Bauer Compressors Inc., with a total to not exceed the amount of \$64,447.12 for the purchase of a fixed SCBA Fill Station and related equipment.

Adopted RESOLUTION NO. 7464, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AWARING THE PURCHASE CONTRACT FOR A SELF-CONTAINED BREATHING APPARATUS FILL STATION TO BAUER COMPRESSORS INC. IN THE AMOUNT OF \$64,447.12.

8. SUBJECT: West Woodland Safe Routes to School Project, CIP 17-09; Award Construction Contract

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ a resolution of the City Council to: 1) Approve a construction contract for the West Woodland Safe Routes to School Project, CIP 17-09; award the construction contract in the amount of \$2,460,183.00 to Martin General Engineering; authorize a contract contingency up to 10%; and authorize the City Manager to execute the construction contract and change orders; and 2) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$241,082.00; authorize a contract contingency up to 10%; and authorize the City Manager to execute the agreement and amendments.

Adopted RESOLUTION NO. 7465, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT FOR THE WEST WOODLAND SAFE ROUTES TO SCHOOL PROJECT, CIP 17-09.

9. SUBJECT: Renewal of Woodland TV Channel 21 Contract

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, renewing the contract with Woodland TV Channel 21 for the broadcast of the Council meetings and Commission meetings for the period July 1, 2020 through June 30, 2023.

Adopted RESOLUTION NO. 7466, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT FOR SERVICES BETWEEN THE CITY OF WOODLAND AND WOODLAND TV CHANNEL 21 TO PROVIDE LIVE VIDEO BROADCAST OF CERTAIN PUBLIC MEETINGS FOR CITY.

10. SUBJECT: Emergency Interim Shelter Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council
1) Determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050; and 2) Adopt Resolution No. _____, approving an additional appropriation of \$62,735 to Housing Trust Fund (326) which will be transferred to the Homeless Housing Fund (331) for Interim Shelter Project pre-development costs and appropriate the same \$62,735 to the Homeless Housing Fund (331) where the expense will be incurred for the project.

Adopted RESOLUTION NO. 7467, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROPRIATING FUNDS FOR THE INTERIM SHELTER PROJECT'S PRE-DEVELOPMENT COSTS.

11. SUBJECT: Permanent Supportive Housing Development

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the First Amendment to the Exclusive Right to Negotiate with Friends of the Mission in order to reflect the new location and reduced acreage of the 61-unit permanent supportive housing project which is the subject of the Exclusive Right to Negotiate; and modifying the City's \$900,000 funding commitment for the project by approving the entire amount as a grant.

Adopted RESOLUTION NO. 7468, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE FIRST AMENDMENT TO THE EXCLUSIVE RIGHT TO NEGOTIATE WITH FRIENDS OF THE MISSION AND MODIFYING THE CITY'S FUNDING COMMITMENT FOR FRIENDS OF THE MISSION'S 61-UNIT PERMANENT SUPPORTIVE HOUSING PROJECT.

12. SUBJECT: Transportation Development Act Claims

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing filing of the amended Annual Transportation Development Act Claims with the Sacramento Area Council of Governments.

Adopted RESOLUTION NO. 7469, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, AUTHORIZING FILING THE ANNUAL TRANSPORTATION DEVELOPMENT ACT CLAIM WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS - FISCAL YEAR 2019/2020.

13. SUBJECT: Revised Commercial Cannabis Permit Fees

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving revised Commercial Cannabis Fees.

Adopted RESOLUTION NO. 7470, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING REVISED REGULATORY PERMIT FEES RELATED TO COMMERCIAL CANNABIS BUSINESSES.

On a motion by Council Member Fernandez, seconded by Council Member Barajas and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 3 through 13.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

I. REPORTS OF THE CITY MANAGER

14. SUBJECT: Update on COVID-19 Response and Preparedness

RECOMMENDATION FOR ACTION: Receive an update and discuss next steps.

Received update on COVID-19 Response and Preparedness.

15. SUBJECT: Fiscal Year 2020/21 Budget Balancing Discussion

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a report on the Fiscal Year 2020/21 Operating Budget, including balancing measures and funding recommendations.

Received a report on the Fiscal Year 2020/21 Operating Budget, including balancing measures and funding recommendations.

J. ADJOURN

Meeting adjourned at 7:44 PM.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: I.5
SUBJECT: 2019 Water Quality Report

Recommendation for Action: Staff recommends that the City Council receive and accept the 2019 Water Quality Report.

Staff Contact:

Matt Cohen, Senior Engineering Assistant - 661-5973, matt.cohen@cityofwoodland.org

Fiscal Impact:

Staff management, and publication and distribution costs are approximately \$3,000 and funded through the Water Enterprise fund.

Background:

The City of Woodland is dedicated and committed to providing the highest quality drinking water feasible. Each year, the City samples and analyzes the water supply to ensure the system meets or exceeds all regulatory requirements for health standards. The attached 2019 Annual Water Quality Report educates consumers by outlining and defining the test results and sources for both regulated and unregulated substances and identifies areas of continuing and growing concern for water system reliability. The results from the 2019 testing and analysis, as outlined in the attached report, reflect that Woodland water continues to meet or exceed all current primary and secondary quality standards without violations. Staff recommends that the City Council read the attached 2019 Annual Water Quality Report to learn more about the quality of Woodland's water.

Per State regulations the City, as a water purveyor, produces and distributes an Annual Water Quality Report to inform consumers of water quality testing results and to address related items or areas of interest of current or future water quality. The attached report was developed using staff input and will be published by Gemini Group LLC. This report will be available online and is referenced in the July utility bill. Paper copies will be available at City facilities (City Hall, Library, and Woodland Community Center) once these facilities are open to the public. In order to conserve resources, a paper copy will not be distributed in utility bills.

As outlined in the report, drinking water standards are identified as Primary (regulated and enforced for health), Secondary (regulatory recommendations for aesthetics - taste, odor, color), and Unregulated (may be regulated in the future). The report addresses the sources, source water assessment, health information, and contact information related to the City's drinking water. The report also provides information on other subjects of interest, such as the surface water treatment process, lead in home plumbing, tap water vs. bottled water, and the EPA.

Discussion:

The Woodland Davis Clean Water Agency (WDCWA) began delivery of high quality treated Sacramento River water on June 1, 2016. In the first full calendar year of receiving surface water, 2017, the City received 189 water quality complaints as the distribution system adjusted to the new water chemistry. The City received 78 water quality complaints in 2018 and 77 water quality complaints in 2019. The City received 95% of its

water supply directly from WDCWA in 2019. The remaining 5% came from stored WDCWA surface water from the City's aquifer storage & recovery wells (ASR wells), which was pumped back into the distribution supply to meet summer demand. This approach provides consistent water quality Citywide and avoids using groundwater directly into the distribution system or directly to customers.

Before the creation of WDCWA, Woodland's only water source was from wells that tap into groundwater aquifers at varying depths throughout the city. Though three wells were demolished in 2017, two were sold, and one well was converted to irrigate Ferns Park, the City still maintains five active groundwater wells and six standby groundwater wells in addition to the three newly constructed ASR Wells (construction completed in early 2018).

The outlook for 2020 involves greater use of stored ASR surface water compared to 2019 and could include use of groundwater to meet peak day demand. Whereas 2019 was a wet year and there were no curtailments to WDCWA's water rights, 2020 will involve operating through water supply curtailments to WDCWA's water rights. For supplemental water, the City prioritizes the use of stored ASR surface water over the use of groundwater. If groundwater is used, it will be blended in with the surface water supply such that all customers will still receive water that is primarily surface water and generally maintaining surface water characteristics.

The 2019 Consumer Confidence Report will be available on the City's website in both English and Spanish. The website link will be distributed to residents via their July water bill. Water Quality Report pamphlets will be made available to the general public at City Hall, Woodland Public Library, and Woodland Community & Senior Center once these facilities become open to the public again.

Conclusion:

Staff recommends that the City Council receive and accept the 2019 Water Quality Report.

Prepared by: Matt Cohen, Senior Engineering Assistant

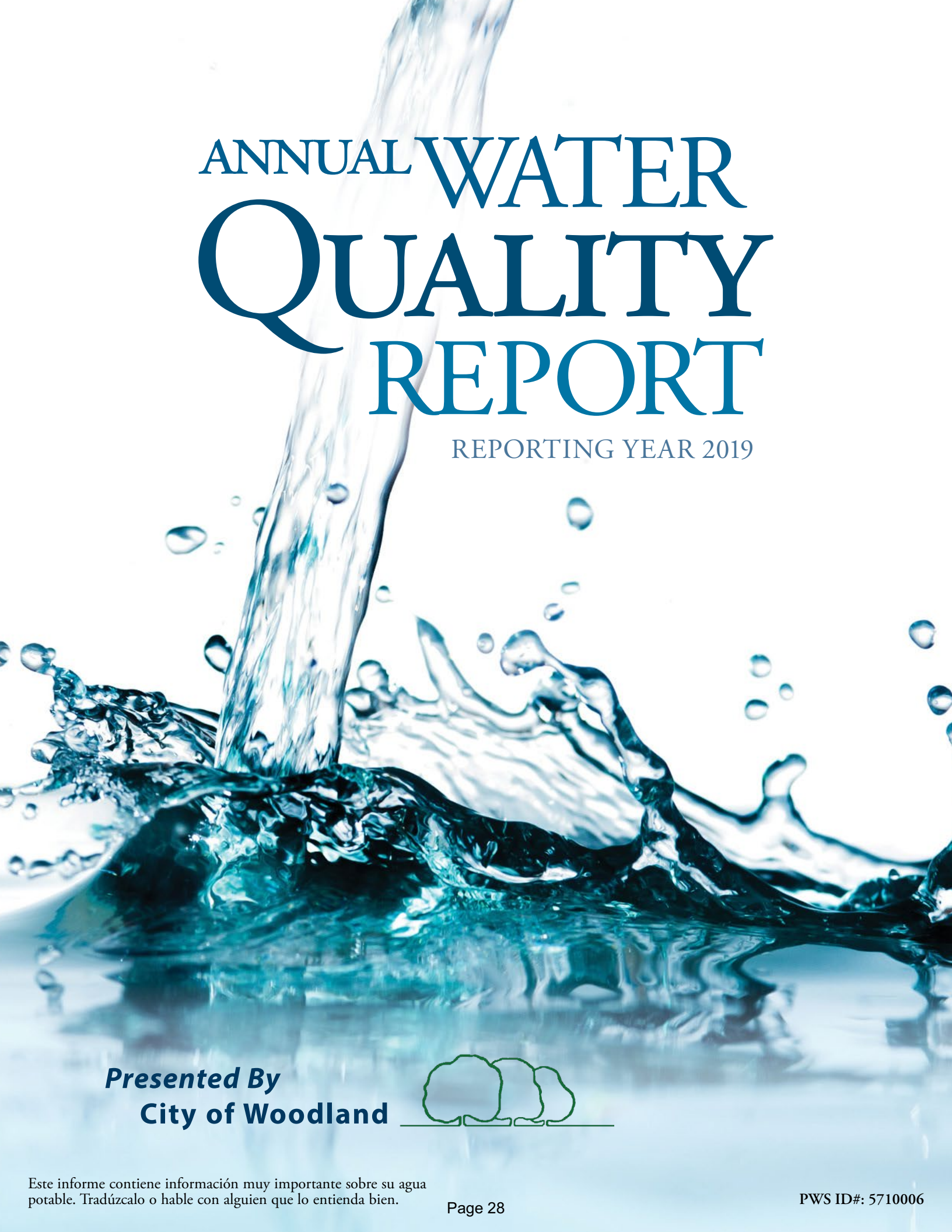
Reviewed by: Tim Busch, Principal Utilities Civil Engineer
Brent Meyer, Acting Community Development Director/ City Engineer



Ken Hiatt
Interim City Manager

Attachments:

1. 2019 Annual Water Quality Report - Woodland



ANNUAL WATER QUALITY REPORT

REPORTING YEAR 2019

Presented By
City of Woodland



Dear Woodland Water Customer,

The City of Woodland is pleased to provide the 2019 Water Quality Report. Last year your tap water met all State and Federal drinking water standards.

Over one thousand water quality samples were taken in 2019 to ensure you're receiving the highest quality drinking water.

The U.S. EPA selected the Woodland-Davis Clean Water Agency and the Cities of Woodland and Davis as models of water resilience. Numerous

steps have been taken to ensure reliable high-quality water for our customers, including the construction of a new surface water treatment plant in 2016, aquifer storage and recovery wells (The 2019 ACEC Golden State Award Winning project), installation of advanced metering infrastructure, and continuous water distribution rehabilitation projects.

We are well positioned to continue our water resiliency in 2020, and our staff is available if you have questions or concerns about your water.

Sincerely,

Tim Busch, Principal Utilities Civil Engineer

Lead in Home Plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. (If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants.) If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at (800) 426-4791 or at www.epa.gov/safewater/lead.

Source Water Assessment

The State Water Resources Control Board - Division of Drinking Water, requires water providers to conduct a source water assessment (SWA) to help protect the quality of future water supplies. The SWA describes where a water system's drinking water comes from, the type of polluting activities that may threaten source water quality, and an evaluation of the water's vulnerability to those threats.

The source water assessment for the Sacramento River was conducted by several agencies and identified eight potential watershed contaminant sources: agricultural drainage, livestock, river corridor and river recreation, homeless/illegal camping, urban runoff, industrial NPDES dischargers, wastewater facilities, and watershed spills. The report states that "overall, the Sacramento River continued to provide good-quality raw water. The raw water can currently be treated to meet all drinking water standards using conventional water treatment processes." The Sacramento River Watershed Sanitary Survey 2015

Update Report can be found here: <https://cityofwoodland.org/SacramentoRiverSanitarySurvey>.

The U.S. EPA selected the Woodland-Davis Clean Water Agency and the Cities of Woodland and Davis as models of water resilience

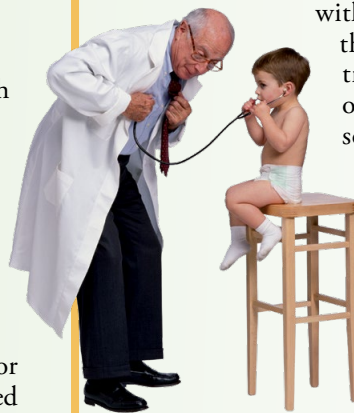
Important Health Information

Some people may be more vulnerable to contaminants in drinking water than the general population.

Immunocompromised persons such as those with cancer undergoing chemotherapy, those who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants may be particularly at risk from infections.

These people should seek advice about drinking water from their health care providers. The U.S. EPA/CDC (Centers for Disease Control and Prevention) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking

Water Hotline at (800) 426-4791 or <http://water.epa.gov/drink/hotline>.



CONTACT Us

For more information about this report, or for any questions relating to your drinking water, please phone the Woodland Public Works Department at (530) 661-5962 or email pubworks@cityofwoodland.org.

Para más información acerca del reporte o si tiene preguntas acerca del agua potable por favor llame al Departamento de Obras Públicas de la Ciudad de Woodland al (530) 661-5962 o envíe un correo electrónico a pubworks@cityofwoodland.org.

Property owners, please share this information with your tenants!

Tap Water vs. Bottled Water

Thanks in part to aggressive marketing, the bottled water industry has successfully convinced us all that water purchased in bottles is a healthier alternative to tap water. However, according to a four-year study conducted by the Natural Resources Defense Council, bottled water is not necessarily cleaner or safer than most tap water. In fact, about 25 percent of bottled water is actually just bottled tap water (40 percent, according to government estimates).



The Food and Drug Administration is responsible for regulating bottled water, but these rules allow for less rigorous testing and purity standards than those required by the U.S. EPA for community tap water. For instance, the high mineral content of some bottled waters makes them unsuitable for babies and young children. Furthermore, the FDA completely exempts bottled water that's packaged and sold within the same state, which accounts for about 70 percent of all bottled water sold in the United States.

People spend 10,000 times more per gallon for bottled water than they typically do for tap water. If you get your recommended eight glasses a day from bottled water, you could spend up to \$1,400 annually and generate several pounds of unnecessary plastic waste adding to the already struggling recycling market. The same amount of tap water would cost about 49 cents and prevent waste. Even if you installed a filter device on your tap, your annual expenditure would be far less than what you'd pay for bottled water.

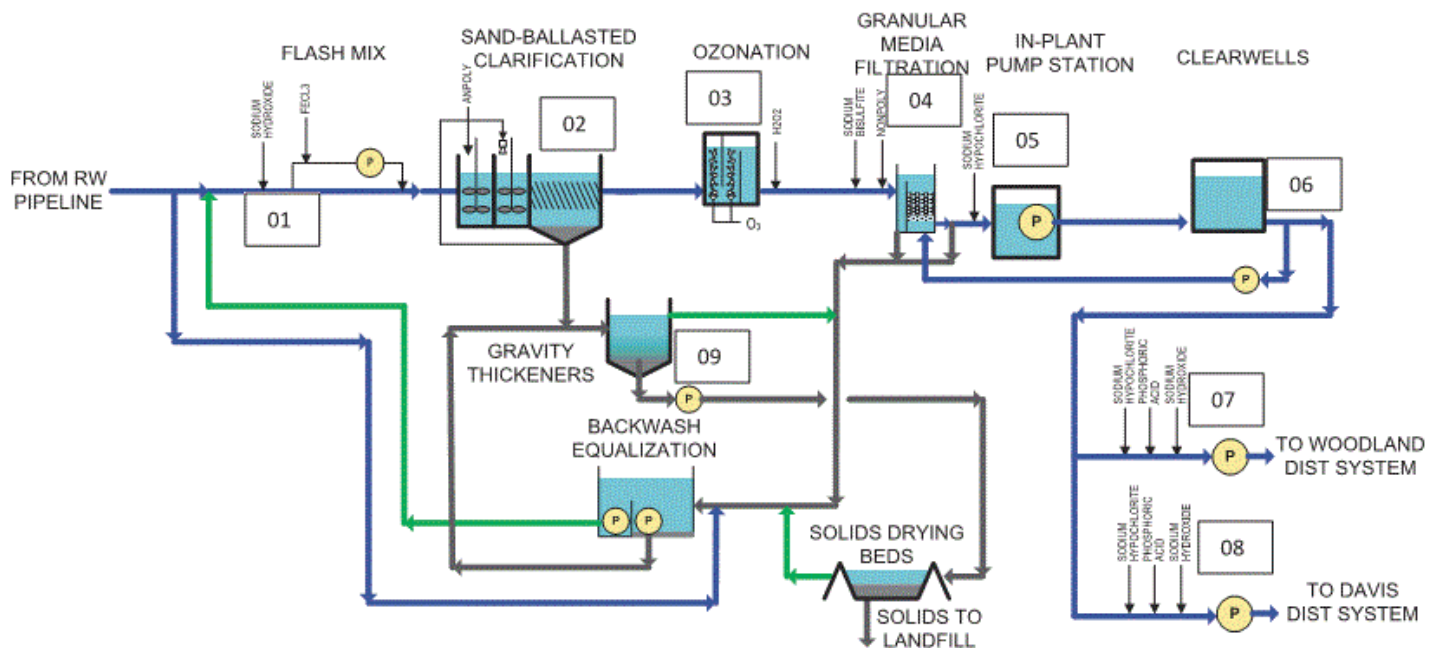
For a detailed discussion on the NRDC study results, check out their Web site at <https://goo.gl/Jxb6xG>.

Where Does Your Water Come From?

The City of Woodland has two sources of drinking water: surface water (primary supply) and groundwater (backup supply).

Surface water is pumped from the Sacramento River to the Woodland Davis Clean Water Agency's (WDCWA) Regional Water Treatment Facility (RWTF) for various treatment processes (see diagram) and the addition of chlorine (for disinfection) prior to distribution. For more information about the RWTF, visit <http://www.wdcwa.com/>. Surface water is also stored below ground in the City's three Aquifer Storage & Recovery Wells (ASR) for use in summer months to supplement WDCWA-supplied water. The City intends to meet all demand through the use of treated surface water and stored ASR water but also maintains five active groundwater wells and six standby wells as additional backup water sources. Groundwater is treated with liquid chlorine (sodium hypochlorite) at the wells, for disinfection.

Surface Water Treatment Process



Information on the Internet

The U.S. EPA (<https://goo.gl/TFAMKc>) and the Centers for Disease Control and Prevention (www.cdc.gov) Web sites provide a substantial amount of information on many issues relating to water resources, water conservation, and public health. Also, the Division of Drinking Water and Environmental Management has a Web site (<https://goo.gl/kGepu4>) that provides complete and current information on water issues in California, including valuable information about our watershed.

How Long Can I Store Drinking Water?

The disinfectant in drinking water will eventually dissipate even in a closed container. If that container housed bacteria prior to filling up with the tap water the bacteria may continue to grow once the disinfectant has dissipated. Some experts believe that water could be stored up to six months before needing to be replaced. Refrigeration will help slow the bacterial growth.



Substances That Could Be in Water

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (U.S. EPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

Contaminants that may be present in source water include:

Microbial Contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife;

Inorganic Contaminants, such as salts and metals, that can be naturally occurring or can result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

Pesticides and Herbicides, that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;

Organic Chemical Contaminants, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production and can also come from gas stations, urban stormwater runoff, agricultural applications, and septic systems;

Radioactive Contaminants, that can be naturally occurring or can be the result of oil and gas production and mining activities.

More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

Test Results

Our water is monitored for many different kinds of substances on a very strict sampling schedule. Also, the water we deliver must meet specific health standards. Here, we show only those substances that were detected in our water. (A complete list of all our analytical results is available upon request.) Remember that detecting a substance does not mean the water is unsafe to drink; our goal is to keep all detects below their respective maximum allowed levels.

The state recommends monitoring for certain substances less often than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

We participated in the 4th stage of the U.S. EPA's Unregulated Contaminant Monitoring Rule (UCMR4) program by performing additional tests on our drinking water. UCMR4 sampling benefits the environment and public health by providing the EPA with data on the occurrence of contaminants suspected to be in drinking water, in order to determine if the EPA needs to introduce new regulatory standards to improve drinking water quality. Unregulated contaminant monitoring data are available to the public so please feel free to contact us if you are interested in obtaining that information. If you would like more information on the U.S. EPA's Unregulated Contaminant Monitoring Rule, please call the Safe Drinking Water Hotline at (800) 426-4791.

REGULATED SUBSTANCES

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	MCL [MRDL]	PHG (MCLG) [MRDLG]	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Chlorine (ppm)	2019	[4.0 (as Cl ₂)]	[4 (as Cl ₂)]	0.9	0.8–0.9	No	Drinking water disinfectant added for treatment
Control of DBP precursors [TOC] (ppm)	2019	TT	NA	0.94	0.57–1.8	No	Various natural and man-made sources
Haloacetic Acids (ppb)	2019	60	NA	4.2	ND–7.6	No	By-product of drinking water disinfection
Hexavalent Chromium¹ (ppb)	2019	NS	0.02	0.27	NA	No	Discharge from electroplating factories, leather tanneries, wood preservation, chemical synthesis, refractory production, and textile manufacturing facilities; erosion of natural deposits
Nitrate [as nitrogen] (ppm)	2019	10	10	0.32	NA	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits
TTHMs [Total Trihalomethanes] (ppb)	2019	80	NA	15.8	4.8–21	No	By-product of drinking water disinfection

Definitions

90th %ile: The levels reported for lead and copper represent the 90th percentile of the total number of sites tested. The 90th percentile is equal to or greater than 90% of our lead and copper detections.

AL (Regulatory Action Level): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water system must follow.

MCL (Maximum Contaminant Level): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs (SMCLs) are set to protect the odor, taste and appearance of drinking water.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. EPA.

MRDL (Maximum Residual Disinfectant Level): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

MRDLG (Maximum Residual Disinfectant Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

NA: Not applicable

ND (Not detected): Indicates that the substance was not found by laboratory analysis.

NS: No standard

NTU (Nephelometric Turbidity Units): Measurement of the clarity, or turbidity, of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

PDWS (Primary Drinking Water Standard): MCLs and MRDLs for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

PHG (Public Health Goal): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California EPA.

ppb (parts per billion): One part substance per billion parts water (or micrograms per liter).

ppm (parts per million): One part substance per million parts water (or milligrams per liter).

TT (Treatment Technique): A required process intended to reduce the level of a contaminant in drinking water.

μmho/cm (micromhos per centimeter): A unit expressing the amount of electrical conductivity of a solution.

Tap water samples were collected for lead and copper analyses from sample sites throughout the community.

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AL	PHG (MCLG)	AMOUNT DETECTED (90TH %ILE)	SITES ABOVE AL/ TOTAL SITES	VIOLATION	TYPICAL SOURCE
Copper (ppm)	2019	1.3	0.3	0.0715	0/35	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead ² (ppb)	2019	15	0.2	ND	0/35	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits

SECONDARY SUBSTANCES

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	SMCL	PHG (MCLG)	AMOUNT DETECTED	RANGE LOW-HIGH	VIOLATION	TYPICAL SOURCE
Chloride (ppm)	2019	500	NS	16	NA	No	Runoff/leaching from natural deposits; seawater influence
Specific Conductance (µmho/cm)	2019	1,600	NS	170	NA	No	Substances that form ions when in water; seawater influence
Sulfate (ppm)	2019	500	NS	5	NA	No	Runoff/leaching from natural deposits; industrial wastes
Total Dissolved Solids (ppm)	2019	1,000	NS	122	86–170	No	Runoff/leaching from natural deposits
Turbidity (NTU)	2019	5	NS	0.04	0.03–0.05	No	Soil runoff

UNREGULATED AND OTHER SUBSTANCES³

SUBSTANCE (UNIT OF MEASURE)	YEAR SAMPLED	AMOUNT DETECTED	RANGE LOW-HIGH
Calcium (ppm)	2019	12.5	10–16
Chlorate (ppb)	2019	108	ND–170
Hardness, Total [as CaCO₃] (ppm)	2019	62	51–82
Magnesium (ppm)	2019	5.8	NA
pH (Units)	2019	7.9	7.9–7.9
Sodium (ppm)	2019	14	NA

¹There is currently no MCL for hexavalent chromium. The previous MCL of 10 ppb was withdrawn on September 11, 2017.

²In addition to residential lead and copper sampling, three schools requested lead sampling in 2019 to test their internal plumbing.

³Unregulated contaminant monitoring helps the U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: I.6
SUBJECT: County Road 25A (Miekle Ave. to Promenade Dr.) CIP 19-09 and East Heritage Parkway Mid-Block Crossing Improvement Project, CIP 19-10; Award Construction Contract

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ to: 1) Approve a construction contract for the County Road 25A (Miekle Ave. to Promenade Dr.), CIP 19-09 and East Heritage Parkway Mid-Block Crossing Improvement Project, CIP 19-10; award the construction contract in the amount of \$1,692,647.70 to Desilva Gates Construction; authorize a contract contingency up to 10%(\$169,264); and authorize the City Manager to execute the construction contract and change orders; and 2) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$155,416; authorize a contract contingency up to 10% (\$15,541); and authorize the City Manager to execute the agreement and amendments.

Staff Contact

Miguel Chavez, Sr. Construction Project Manager – (530) 661-5952, miguel.chavez@cityofwoodland.org

Fiscal Impact

The approved Capital Budget includes a total of \$2,164,000.00 in SLIF Roads funding (Fund 682) for this combined project.

This funding is included in the SLIF set aside funding - the portion of the SLIF that is managed by the City to construct public improvements. This contract will build improvements associated with two distinct capital projects, CIP 19-09 and 19-10, and will be managed as one project.

There is no impact to the General Fund.

Background

This combined project includes the construction of CR25A, from Miekle Avenue to Promenade Drive and the construction of an at grade bicycle/pedestrian crossing on East Heritage Parkway (between Campos Ave. and Miekle Ave.).

The extension of CR25A is included in the Spring Lake Capital Improvement Plan and is needed to provide adequate traffic circulation in the area. CR25A will be a 2-lane road with buffered bike lanes. The project includes a roundabout at Miekle Ave, storm drain utilities, street lighting and landscaping.

The bicycle/pedestrian crossing on East Heritage Parkway is needed to enhance bicycle and pedestrian connectivity within the area. The East Heritage Parkway mid-block crossing design includes pedestrian actuated push buttons and landscaping modifications to enhance visibility.

Discussion

On March 17, 2020, Council approved plans and specifications for the project. On May 28 2020, the City received five bids for construction of the project.

Staff has performed a review of the bids to determine compliance with technical submittal requirements. The City received the following four responsive bids:

Bid Summary	
Bidder	Total Bid
Desilva Gates Construction	\$1,692,647.70
George Reed Construction	\$2,027,598.15
Martin Brothers Construction	\$2,377,557.00
J. A Gonsalves Construction	\$3,373,299.00

The City also received a bid from R&R Pacific Construction that was determined to be non-responsive due to failure to utilize the appropriate bid form.

After review of the bid packages, staff has determined that Desilva Gates Construction is the lowest responsive, responsible bidder with a total bid of \$1,692,647.70.

To provide adequate construction management, specialized inspection and testing to comply with quality assurance requirements for the project, staff is requesting that Council approve a consultant services agreement with Associated Engineering Consultants, Inc. in the amount of \$155,416.

Staff is requesting that Council approve a construction contract contingency up to 10% to account for unforeseen conditions and a 10% contingency on the consultant contract for inspection of any additional work.

Staff anticipates construction starting in June and completion by the end of this calendar year, weather permitting.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ to: 1) Approve a construction contract for the County Road 25A (Miekle Ave. to Promenade Dr.), CIP 19-09 and East Heritage Parkway Mid-Block Crossing Improvement Project, CIP 19-10.; award the construction contract in the amount of \$1,692,647.70 to Desilva Gates Construction; authorize a contract contingency up to 10% (\$169,264); and authorize the City Manager to execute the construction contract and change orders; and 2) Approve a consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$155,416.00; authorize a contract contingency up to 10%(\$15,541); and authorize the City Manager to execute the agreement and amendments.

Prepared by: Miguel Chavez, Sr. Construction Project Manager

Reviewed by: Brent Meyer, Acting Community Development Director / City Engineer



Ken Hiatt
Interim City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
APPROVING A CONSTRUCTION CONTRACT AND CONSULTANT AGREEMENT
FOR THE COUNTY ROAD 25A (MIEKLE AVE. TO PROMENADE DR.) CIP 19-09
AND EAST HERITAGE PARKWAY MID-BLOCK CROSSING IMPROVEMENT
PROJECT, CIP 19-10**

WHEREAS, the CR25A (Miekle Ave. to Promenade Dr.) CIP 19-09 and East Heritage Parkway Mid-Block Crossing Improvement Project, CIP 19-10 are included in the Spring Lake CIP and are needed to provide adequate bicycle/pedestrian and traffic circulation; and

WHEREAS, the CR25A (Miekle Ave. to Promenade Dr.) CIP 19-09 and East Heritage Parkway Mid-Block Crossing Improvement Project, CIP 19-10 are included in the current Capital Budget with a total budget of \$2,164,000.00; and

WHEREAS, the project will construct CR25A (Miekle Ave. to Promenade Dr.) which includes a roundabout, storm drain utilities, street lighting, and landscaping and the East Heritage Parkway Mid-Block Crossing Improvements will construct an at grade bicycle/pedestrian crossing with pedestrian activated push buttons; and

WHEREAS, the City Council approved the plans and specifications and authorized bid advertisement on March 17, 2020; and

WHEREAS, the City opened bids on May 28, 2020, and of the five received bids, the lowest responsive, responsible bidder was Desilva Gates Construction with a total bid in the amount of \$1,692,647.70; and

WHEREAS, the City wishes to award the construction contract to Desilva Gates Construction in the amount of \$1,692,647.70 and authorize a contingency up to 10%; and

WHEREAS, the City desires to have the construction management, inspection and testing performed by an experienced consultant that was selected through a qualifications based selection process; and

WHEREAS, the City wishes to approve the consultant services agreement for construction management and inspection services with Associated Engineering Consultants, Inc. in the amount of \$155,416.00 and authorize contingency up to 10%; and

WHEREAS, the City Council wishes to approve the construction contract with Desilva Gates Construction and the consultant agreement with Associated Engineering Consultants, Inc. and authorize their execution through the 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 Desilva Gates Construction in the amount of \$1,692,647.70. The City Manager is hereby authorized and directed to execute the contract and change orders up to 10% of the original contract amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 2. The City Council hereby approves the consultant services agreement with Associated Engineering Consultants, Inc. in the amount of \$155,416.00. The City Manager is hereby authorized and directed to execute the contract and change orders up to 10% of the original contract amount, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and conforming changes so long as the total dollar amount authorized herein does not change.

Section 3. 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 part of this Resolution.

PASSED AND ADOPTED this 2nd day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: I.7
SUBJECT: Construction Contract for the WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13, and Appropriate Project Funding

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Authorize RJ Gordon Construction, Inc. to withdraw their bid in accordance with Public Contract Code section 5100 et seq.; 2) Reject the bid submitted by Synagro-WWT, Inc., as non-responsive for (1) failure to appropriately complete the bid schedule and (2) submitting an unbalanced bid; 3) Award a construction contract with Ramcon Engineering and Environmental Contracting, Inc. for construction services in the amount of \$646,369 for the WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13 and approve construction contract change order(s) for construction contingencies of up to an additional 15% of the contract award amount (\$96,956); and 4) Approve the reallocation of \$765,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13.

Staff Contact

Matt Cohen, Senior Engineering Assistant, (530) 661-5973, matt.cohen@cityofwoodland.org

Fiscal Impact

The WPCF Biosolids Project, CIP #10-11 was approved by Council on July 2, 2019 with a budget of \$6,639,000 and a current balance of approximately \$635,000. An additional \$715,000 is included in the draft Capital Budget scheduled for Council review and adoption on June 16, 2020. Upon Council approval of the budget, CIP #10-11 will have the additional funding available on July 1, 2020. Since the majority of the work takes place in the fall, no expense will be incurred prior to the availability of the full project funding. The funding source is the Sewer Enterprise Fund.

The estimated total project cost for the drying and hauling work is approximately \$765,000 including construction, construction contingency, inspection costs, design, and staff time. In addition to the construction work, the project also includes payment of tipping fees at the Yolo County Landfill. Tipping fees are estimated to be in the range of \$150,000 to \$175,000. The tipping fees are included in the total project cost.

There is no impact to the General Fund.

Background

The City's Water Treatment Control Facility (WPCF) generates biosolids as a result of the wastewater treatment process. The WPCF utilizes a series of ponds to accumulate and stabilize the biosolids over time. Over the past few decades, a significant quantity of biosolids has been accumulated. The WPCF Waste Discharge Permit requires the WPCF to make a good faith effort to begin disposal of this material.

Previous work has included removal of biosolids from Ponds #7, #8, #9 and #10 along with improvements to the capping water distribution piping system.

The work in this project generally includes non-mechanical drying of the biosolids in Pond #11 and hauling to the Yolo County Landfill for use as daily cover. The Yolo County Landfill is the only authorized receiver of

biosolids in Yolo County. The landfill currently charges a tipping fee of \$15.00/ton for biosolids, which may change in the 2020/2021 fiscal year. The quantity of biosolids stored in Pond #11 for drying and hauling is estimated at around 10,000 dry tons. The exact quantity cannot be determined until the drying work is completed.

A 15% contingency is necessary due to the uncertainty in the quantity of accumulated biosolids. The pond was loaded with biosolids several years ago and there is no documentation as to the quantity or duration of time that biosolids accrued in the pond. Another factor is the moisture content of the biosolids. The project specifications require the contractor to dry the material to at least 50% dry prior to hauling. The project pays the contractor on a dry weight basis to encourage the contractor to dry the material more thoroughly and reduce project costs through reduced hauling and tipping fees.

This project is part of a multi-year program to address the decades of biosolids accumulation and manage the current loading rate. The WPCF has been accumulating biosolids for decades and has a rough estimate of 50,000 tons of stored biosolids. Staff is evaluating alternatives for the long term disposal of biosolids.

The WPCF has a need to remove the biosolids from Pond #11 and prepare the pond to be ready to accept new biosolids and manage the current loading rate. Given the amount of accumulated biosolids in Pond #11 and the time required to permit land application, the only viable option is to dispose of the material at the landfill.

Discussion

The work for 2020 generally includes the drying and disposal of accumulated biosolids in Pond #11 at the WPCF.

The City advertised for bids on April 9, 2020. On May 12, 2020, the City received 6 bids in the amounts tabulated below:

Number	Contractor	Base Bid
1.	RJ Gordon Construction, Inc.	\$529,500
2.	Synagro-WWT, Inc.	\$582,889
3.	RAMCON Engineering & Environmental Contracting, Inc.	\$646,369
4.	Nichelini General Engineering	\$684,900
5.	Ariza Construction, Inc.	\$697,000
6.	Myers-George Reed	\$843,000

The engineer's estimate for the project construction was \$700,000. Staff has performed due diligence in reviewing the bids. On May 14, 2020, RJ Gordon Construction, Inc. submitted a request for relief from their bid due to an arithmetical error in their bid that affected their total bid amount. The request satisfies the statutory requirements under Public Contract Code section 5103 for relief of bidders from their erroneous bids.

In reviewing the bid submitted by Synagro-WWT, Inc. ("Synagro"), the second lowest bidder, the City found two material defects that render the bid non-responsive. First, the bid is unbalanced with approximately 40% of the total bid amount allocated to the mobilization bid item. The next highest percentage allocation to the mobilization bid item by the other bidders is 23% and the average percentage allocation to the mobilization bid item by other bidders (excluding Synagro's bid) is 10%. Federal law defines an unbalanced bid as a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable

proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs. (23 CFR 635.102.) It is clear from a review of the bid submitted by Synagro that the bid is unbalanced to front load the contract payments owed to the contractor thus rendering it an impermissibly unbalanced bid.

Second, the bid included a material error in filling out the bid schedule. Under Bid Item #2 of the Bid Schedule where bidders were required to provide a lump sum price for the construction of access ramps, Synagro input the following: "Price is included for this item*." It is unclear what this statement is intended to reference and where the price for Bid Item #2 is embedded. Further, this statement is contrary to the plain instructions in the bid documents.

Section B-4(a) of the Instructions to Bidders provides in relevant part "The bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies or machinery, and perform the work required by the plans and specifications." (Emphasis added.) Section B-6 of the Instructions to Bidders provides in relevant part "Unauthorized conditions, limitations or provisions attached to a bid will render the bid nonconforming and may cause its rejection." The statement inputted by Synagro in the bid schedule for Bid Item #2 is clearly contrary to the above two provisions – the statement does not provide figures for the amount of the bid associated with Bid Item #2 and is a provision included as part of the bid that renders the bid nonconforming.

Based on the foregoing, staff recommends the City Council reject the bid submitted by Synagro as nonresponsive.

Following the bid withdrawal by RJ Gordon and rejection of Synagro's nonresponsive bid, Ramcon Engineering and Environmental Contracting, Inc. has been determined to be the lowest responsive, responsible bidder and has complied with all technical submittal requirements.

All necessary permits, easements and rights of way have been acquired to construct the project. The construction contract provides 150 working days for completion of the project. Staff anticipates completion of the project in the fall of 2020.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to: 1) Authorize RJ Gordon Construction, Inc. to withdraw their bid in accordance with Public Contract Code section 5100 et seq.; 2) Reject the bid submitted by Synagro-WWT, Inc., as non-responsive for (1) failure to appropriately complete the bid schedule and (2) submitting an unbalanced bid; 3) Award a construction contract with Ramcon Engineering and Environmental Contracting, Inc. for construction services in the amount of \$646,369 for the WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13 and approve construction contract change order(s) for construction contingencies of up to an additional 15% of the contract award amount (\$96,956); and 4) Approve the reallocation of \$765,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal, CIP 20-13.

Prepared by: Matt Cohen, Senior Engineering Assistant

Reviewed by: Tim Busch, Principal Utilities Engineer

Brent Meyer, Acting Community Development Director, City Engineer



Ken Hiatt
Interim City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONSTRUCTION CONTRACT FOR THE WPCF POND 11 BIOSOLIDS
DRYING AND REMOVAL PROJECT, CIP 20-13**

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids on April 7, 2020. The City of Woodland advertised for bids on April 9, 2020; and

WHEREAS, on May 12, 2020 the City received 6 bids; and

WHEREAS, On May 14, 2020, RJ Gordon Construction, Inc., the low bidder, submitted a request for relief from their bid due to an arithmetical error in their bid that affected their total bid amount. The request satisfies the statutory requirements under Public Contract Code section 5103 for relief of bidders from their erroneous bids; and

WHEREAS, the City reviewed and determined there are two material defects in the bid submitted by Synagro-WWT, Inc. ("Synagro"), the second lowest bidder, that render the bid non-responsive (1) the bid is unbalanced with approximately 40% of the total bid amount allocated to the mobilization bid item and (2) the bid includes a material error in the bid schedule wherein the Synagro failed to input figures setting forth the amount of the bid for Bid Item #2; and

WHEREAS, Ramcon Engineering and Environmental Contracting, Inc. is the lowest responsive, responsible bidder with a bid of \$646,369; and

WHEREAS, the City wishes to approve the reallocation of \$765,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13; and

WHEREAS, the City of Woodland wishes to enter into a Construction Contract with Ramcon Engineering and Environmental Contracting, Inc. for CIP 20-13, WPCF Pond 11 Biosolids Drying and Removal Project for an amount of \$646,369.00, and the City Council wishes to authorize its execution through adoption of this resolution; and

WHEREAS, the City wishes to have a construction contingency of up to 15% of the construction contract amount (\$96,956).

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

Section 1. The City Council hereby approves the reallocation of \$765,000 of Sewer Enterprise Funds from WPCF Biosolids, CIP 10-11, to WPCF Pond 11 Biosolids Drying and Removal Project, CIP 20-13.

Section 2. The request for withdrawal of their bid submitted by RJ Gordon Construction, Inc. is hereby approved.

Section 3. The bid by Synagro-WWT, Inc. is hereby rejected as non-responsive based on the material defects noted above.

Section 4. The City Council hereby approves the Construction Contract with Ramcon Engineering and Environmental Contracting, Inc. in the amount of \$646,369 and approves a fifteen (15%) percent construction contingency in the amount of \$96,956. 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 5. 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.

Section 6. The recitals above are adopted as true and correct and incorporated as if fully set forth herein.

PASSED AND ADOPTED this 2nd day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: I.8
SUBJECT: Dominguez Landscape Services Inc. First Contract Amendment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract amendment in the amount of \$46,800.00 for additional services by Dominguez Landscape Services, Inc. for Landscape Maintenance Services in Zones 1 & 2.

Staff Contact:

Jenna Moncrief, Management Analyst, (530) 661-2023, Jenna.Moncrief@Cityofwoodland.org

Fiscal Impact:

The total cost for additional landscape maintenance of the CR 102/I-5 interchange for FY20 will be \$6,840. This landscape area is split between the General Fund (\$2,520), the Gibson Ranch landscape and lighting district (\$1,640), and the Gateway landscape and lighting district (\$2,680), and will be funded out of the current approved budget. However, this cost is only for 2-months. The annual cost of service for maintaining these new landscape areas moving forward will be \$41,100. Additionally, the amendment will include the increase in the mode of service for landscapes surrounding the library. The increased annual cost of service for these landscapes moving forward will be \$5,760. Therefore, the contract amendment is for an increase of \$46,800.00. The new total contract amount will be \$670,968.88. The increased cost of the contract has been updated and included in the baseline budget for FY2020/21 in the appropriate funding sources.

Background:

On May 21, 2019, through Resolution No. 7278, the City Council authorized a contract with Dominguez Landscape Services, Inc. for landscape maintenance services in City maintenance "Zone 1" and "Zone 2". Services provided under this contract include maintenance of parks, City facilities, sound wall vegetation, median strips, and lighting and landscaping districts with a total annual cost of \$624,168.88. The original contract included the landscape areas that were constructed, and the City's responsibility to maintain, at the time into which the maintenance contract was entered.

Funding for contract services comes from the general fund, as well as various landscape and lighting districts.

Discussion:

With the development of the I-5/CR 102 interchange, additional public landscape areas were planned. Now that the landscapes have been completely built, they will need to be added to the City's landscape maintenance contract. The City is responsible for maintaining this newly constructed landscape area once it has been accepted by the City Council and the warranty period is completed. As the City contracts with Dominguez Landscape Services, Inc. to complete this responsibility, the new landscape will need to be added to the existing contract as it comes online. Services provided to this new area will mirror the services provided under the current contract.

Additionally, staff have determined that the landscapes surrounding the Woodland Public Library require a higher level of service (daily trash service and daily step washing instead of weekly). These landscapes will

increase from a Mode II to a Mode I level of service.

The amendment will increase the compensation of the current contract to not exceed \$46,800. These costs will be ongoing and next year's costs to maintain these areas have been incorporated into the proposed FY20/21 Budget.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract amendment in the amount of \$46,800.00 for the additional services by Dominguez Landscape Services, In. for the Landscape Maintenance in Zones 1 & 2.

Prepared by: Jenna Moncrief, Management Analyst

Reviewed by: Christine Engel, Community Services Director

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a long horizontal flourish extending to the right.

Ken Hiatt
Interim City Manager

Attachments:

1. Dominguez 1ST AMENDMENT Reso
2. Zones 1 & 2 First Amendment

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE
LANDSCAPE MAINTENANCE SERVICES AGREEMENT WITH DOMINGUEZ
LANDSCAPE SERVICES, INC. FOR ZONES 1 & 2**

WHEREAS, the CITY OF WOODLAND (“City”) strives to maintain our parks and landscaping areas in a manner that promotes safety and enhances quality of life; and

WHEREAS, the City entered into a professional services agreement (“Agreement”) with DOMINGUEZ LANDSCAPE SERVICES, INC. (“Dominguez”) on July 1, 2019 for maintenance of city-owned landscapes in maintenance “Zone 1” and “Zone 2”; and

WHEREAS, the City has become responsible for the maintenance of additional landscaping along the CR 102/I-5 interchange, in Zones 1 and 2 since the commencement of the Agreement; and

WHEREAS, the City has desires to increase the mode of service for the landscapes on the Library grounds in Zone 1 from Mode II to Mode I; and

WHEREAS, the City and Dominguez desire to amend the Agreement to include the scope of work and compensation for these additional landscapes as further defined in Exhibits “A-5” and “B-1” in the contract amendment; and

WHEREAS, funding in support of this contract for this fiscal year is appropriated in the annual budget previously approved by Council and the total increased amount will be considered by Council during the budget adoption process; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Woodland hereby authorizes the City Manager to execute the First Amendment to the Agreement with Dominguez for Zones 1 & 2 in the amount of FORTY-SIX THOUSAND, EIGHT-HUNDRED DOLLARS (\$46,800.00) with a not-to-exceed contract amount of SIX-HUNDRED AND SEVENTY THOUSAND, NINE-HUNDRED AND SIXTY-EIGHT DOLLARS AND EIGHTY EIGHT CENTS (\$670,968.88). The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement.

PASSED AND ADOPTED by the City Council this 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

FIRST AMENDMENT TO
LANDSCAPE AND MAINTENANCE
SERVICE AGREEMENT – ZONE 1 & 2

THIS FIRST AMENDMENT TO THE LANDSCAPE AND MAINTENANCE SERVICE AGREEMENT FOR ZONES 1 & 2 (“First Amendment”) is entered into this 2nd day of June, 2020, by and between the CITY OF WOODLAND, a California municipal corporation (“City”), and DOMINGUEZ LANDSCAPE SERVICES INC., a California Corporation with its principal place of business at 8376 Rovana Circle, Sacramento, CA 95828 (“DOMINGUEZ”), on the terms and conditions set forth below.

WHEREAS, DOMINGUEZ has been performing landscape maintenance services, for the City of Woodland since July 2019 pursuant to an agreement entered into between the City and DOMINGUEZ (“Agreement”); and

WHEREAS, DOMINGUEZ has agreed to provide more in depth level of service for the library, increasing from a Mode II level of service to a Mode I level of service; and

WHEREAS, DOMINGUEZ has agreed to provide additional services for the maintenance of new landscaping along the interchange of County Road 102 and Interstate 5 once the landscapes are accepted by City Council and after the completion of the 90-day maintenance period; and

WHEREAS, CITY and DOMINGUEZ now desire to amend their original agreement dated July 1, 2019 to include a revised scope of services and to provide additional compensation based on the proposals submitted by DOMINGUEZ and attached hereto as Exhibit “A-5” and Exhibit “B-1”.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, DOMINGUEZ and CITY hereby agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this First Amendment as if set forth in full.

Section 2. Amendment to Section 3.1.1 of the Agreement. The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional landscape maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit A: A-1 – A-5 attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits

attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations

Section 3. Amendment to Section 3.2.2 of the Agreement. The Agreement is hereby deleted in its entirety and replaced with a new Section to read as follows:

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit A: A-1 – A-5 attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

Section 4. Amendment to Section 3.3.1 of the Agreement. The Agreement is hereby deleted in its entirety and replaces with a new Section to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit B: B-1 attached hereto and incorporated herein by reference. The total compensation shall not exceed SIX-HUNDRED AND SEVENTY THOUSAND, NINE-HUNDRED AND SIXTY-EIGHT DOLLARS AND EIGHTY EIGHT CENTS (670,968.88) without written approval of City's Community Services Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. In no event, however, shall the Extra Work exceed TEN-THOUSAND DOLLARS (10,000).

Section 6. Amendment to Exhibit A. Exhibit A is hereby amended to add A-5, an additional scope of work.

Section 5. Amendment to Exhibit B. Exhibit B is hereby amended to add B-1, an additional rate sheet for the scope of work set forth in Exhibit A-5.

Section 6. Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement and Amendments amended by this First Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Landscape Maintenance Services Agreement effective on the day and year first written above.

CITY OF WOODLAND

DOMINGUEZ LANDSCAPE COMPANY

By: _____
Ken Hiatt
Interim City Manager

By: _____
President

Date Signed: _____

Date Signed: _____

Attest:

Ana Gonzalez
City Clerk

Approved as to Form:

Kara K. Ueda
Best Best & Krieger LLP
City Attorney

EXHIBIT A-5

Scope of Work

Zone 1

Site	Mode	Area (Square Feet)	Area (Acres)
Library - Court St	I	25,000*	0.57*
CR 102/I-5 interchange	II	200,389	4.60
TOTAL ADDITIONAL AREA:		200,389	4.60

* The level of service in this area is changing, there is no additional area. Area is already included in original contract.

Zone 2

Site	Mode	Area (Square Feet)	Area (Acres)
CR 102/I-5 interchange	II	383,526	8.80
TOTAL ADDITIONAL AREA:		383,526	8.80

EXHIBIT B-1

Compensation

Site	Mode	Monthly Cost	Annual Cost
Library – Court St	I	\$ 480	\$ 5,760
CR 102/I-5 interchange	II	\$ 3,420	\$ 41,040
TOTAL ADDITIONAL COMPENSATION:		\$ 3,900	\$ 46,800



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: June 2, 2020

ITEM #: I.9

SUBJECT: Approval of Subrecipient Agreements with the Yolo Wayfarer Center for the 2019 Continuum of Care Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute two subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2019 Continuum of Care program competition and authorizes an additional appropriation to the Supportive Housing Fund (322) in the aggregate amount of \$265,056.

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 two grants, \$15,068, for administration in order to defray the City's costs in administering the grants.

Background:

The City 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:

HUD awarded the City two renewal grants through the 2019 Continuum of Care Competition: Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2019 (\$165,547 award) and Consolidated Permanent Supportive Housing for Chronically Homeless 2019 (\$99,509 award). The awarded grants 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 grant will receive supportive services.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute two subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2019 Continuum of Care program competition and authorizes an additional appropriation to the Supportive Housing Fund (322) in the aggregate amount of \$265,056.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Evis Morales, Financial Services Manager

Reviewed by: Christine Engel, CSD Director



Ken Hiatt
Interim City Manager

Attachments:

1. CC Reso Sub Agmts June 2, 2020
2. Subrecipient Agreement Consolidated
3. Subrecipient Agreement Reallocation

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND TO EXECUTE SUBRECIPIENT
AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR 2019 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 received 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 two subrecipient agreements in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the following amounts and any other documents necessary to implement this program.

1. Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2019, \$165,547 grant award
2. Consolidated Permanent Supportive Housing for Chronically Homeless 2018, \$99,509 grant award

Section 2: This City Council hereby authorizes an additional appropriation of \$265,056 to the Supportive Housing Fund (322).

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

PASSED AND ADOPTED this 2nd day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. 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

**2019 CONTINUUM OF CARE PROGRAM
(Consolidated Permanent Supportive Housing for Chronically Homeless
2019)**

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 _____, 2020 (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 2019 (payment year 2020/21).
- 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 2019 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 2019 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 March 13, 2020, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2019 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 the 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 Ninety-Nine Thousand, Five Hundred Nine Dollars (\$99,509) (less administrative costs of \$5,618 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 Ninety-Nine Thousand, Five Hundred Nine Dollars (\$99,509) 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 March 1, 2020 and shall terminate on February 28, 2021 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 from 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 WOODLAND. 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 Attorneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND:

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

With copies to:

City of Woodland
Community 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 or 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: _____
Ken Hiatt
Interim City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _____
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit public 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 Ninety-Nine Thousand, Five Hundred Nine Dollars (\$99,509), WOODLAND shall retain a total of Five Thousand Six Hundred Eighteen Dollars (\$5,618) 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 (Consolidated Permanent Supportive Housing for Chronically Homeless 2019) 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 Ninety-Nine Thousand, Five Hundred Nine Dollars (\$99,509) less City administrative costs of (\$5,618) 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 SUBRECIPIENT 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 final 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

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 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the “Federal Funding Accountability and Transparency Act” through reporting required information at <https://www.fsrs.gov/>.

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 March 1, 2020 and terminating on February 28, 2021.

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	52,595		
2. Supportive Services*	16,251		
3. Operations**	25,045		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	93,891		
6. Administration	5,618		
7. Total CoC Request (total lines 5 and 6)	99,509		

* 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

**2019 CONTINUUM OF CARE PROGRAM
(Reallocation, 2015, Permanent Supportive Housing for Chronically
Homeless 2019)**

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 _____, 2020 (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 2019 (payment year 2020/21).
- 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 2019 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 2019 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 March 13, 2020, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2019 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 the 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 One Hundred Sixty-Five Thousand, Five Hundred Forty-Seven Dollars (\$165,547) (less administrative costs of \$9,450 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 One Hundred Sixty-Five Thousand, Five Hundred Forty-Seven Dollars (\$165,547) 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 February 1, 2020 and shall terminate on January 31, 2021 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 from 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 WOODLAND. 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 Attorneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND:

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

With copies to:

City of Woodland
Community 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 or 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: _____
Ken Hiatt
Interim City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _____
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit public 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 One Hundred Sixty-Five Thousand, Five Hundred Forty-Seven Dollars (\$165,547), WOODLAND shall retain a total of Nine Thousand Four Hundred Fifty Dollars (\$9,450) 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 (Reallocation, 2015, Permanent Supportive Housing for Chronically Homeless 2019) 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 One Hundred Sixty-Five Thousand, Five Hundred Forty-Seven Dollars (\$165,547) less City administrative costs of (\$9,450) 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 SUBRECIPIENT 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 final 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

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 16.1 Federal Funding Accountability and Transparency Act. SUBRECIPIENT agrees to comply with the “Federal Funding Accountability and Transparency Act” through reporting required information at <https://www.fsrs.gov/>.

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

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

SUBRECIPIENT staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT's program.

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more

than one (1) year and an acquisition cost of Three Hundred Dollars (\$300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

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

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

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

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

Section 25. Drug Free Workplace.

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

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

- B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;
- C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
- D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

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

- A. SUBRECIPIENT has made false certification under Section 26.1;
- B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or
- C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2020 and terminating on January 31, 2021.

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	67,515		
2. Supportive Services*	38,400		
3. Operations**	50,182		
4. HMIS ***	0		
5. SHP Request (subtotal lines 1 thru 4)	156,097		
6. Administration	9,450		
7. Total CoC Request (total lines 5 and 6)	165,547		

* 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.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: I.10
SUBJECT: Planning Grant Application to the State Department of Housing and Community Development for LEAP Funds.

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to submit a grant application requesting funds from the Local Early Action Planning (LEAP) grant program from the State of California Department of Housing and Urban Development

Staff Contact:

Cindy Norris, Principal Planner, (530) 661-5911, cindy.norris@cityofwoodland.org

Fiscal Impact:

The City is eligible to receive grant funds in the amount of \$300,000 as part of the State of California, Department of Housing and Community Development Local Early Action Planning Grants Program (LEAP). This is a non-competitive, reimbursable grant. The grant funds are intended to be used in three main areas: (1) fund the State required 6th Cycle Housing Element for \$171,300, (2) supplement the currently allocated SB 2 funding for the Comprehensive Zoning Code update (CIP#07-07) with \$83,000, and (3) fund an inclusionary housing fee analysis nexus study for \$45,700. The proposed allocations include consultant and staff administrative and work time. Additional funding for possible technical analysis for CEQA has also been included in each funding area.

Background:

The California Department of Housing and Community Development (Department) is providing approximately \$119,040,000 statewide as part of the Local Early Action Planning Grants Program (LEAP or Program), of which the City of Woodland is eligible for \$300,000. The Local Government Planning Support Grants Program (LEAP) provides one-time grant funding to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the Program are to (1) accelerate housing production; and (2) facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

Discussion:

The State Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) on January 27, 2020. The final due date for the grant application is July 1, 2020, with an expenditure deadline of December 31, 2023. This is a non-competitive grant. The grant award is based on the jurisdiction's population. The City of Woodland is eligible for \$300,000 in grant funding. The grant application shall be accompanied by a Resolution of the City Council authorizing the City Manager to submit the Application to HCD. Upon receipt of grant approval staff will return to City Council with a request to appropriate funds from CIP project # 21-08 toward the Comprehensive Zoning Code Project, the 6th cycle Housing Element, and toward a Housing Fee Nexus Study and to enter into and/or amend Professional Services Contracts to complete the requested documents following a RFP process as may be necessary. The firm of Lisa Wise Consulting (LWC) was awarded the contract for the Comprehensive Zoning Code update. The Housing Element will be a continuation of that contract.

The three projects proposed for funding through the grant program are described below:

6th Cycle Housing Element:

The 6th cycle housing element work will involve a thorough evaluation of city's current programs, policies, and actions related to housing consistent with State legislation. One of the most significant elements of the update will be the available sites inventory, which will be conducted per Section 65583 of the California Government Code to ensure that the City of Woodland clearly meets the State mandated Regional Housing Needs Allocation (RHNA). The 6th cycle RHNA allocation requires the City to provide available land for at least 3,087 housing units of which, 34.4%, or 1,062 of the units shall be available to low and very low- income households, 601 available to moderate income households, and 1,424 available to higher income households. This is an increase of 1,210 housing units from the 5th cycle, of which 398 are lower income households. The city will implement a zoning analysis, and possible housing overlay, to ensure that there are adequate sites to accommodate the required 6th cycle RHNA allocation.

The total anticipated costs will include additional work to support staff administration and work on the project, and additional CEQA analysis related to any proposed land use changes from the General Plan EIR.

Comprehensive Zoning Code Update:

In 2019, the City of Woodland received \$310,000 in SB2 funds to support work toward a Comprehensive zoning code update. The additional LEAP grant funds proposed for this project will support completion of this project thereby facilitating new development, particularly new housing. The Code update will provide clear and reasonable standards, guidelines, and procedures. The new Code will incorporate a mix of form-based multi-family and conventional zoning. The new Code will provide objective development standards and will encourage additional housing types, such as duplexes, four-plexes and garden courts, in more traditional single family districts using sensitive design criteria that is clearly and objectively identified. Together with the analysis conducted for the Housing Element sites and assessment of zone categories, it is anticipated that the zoning code update will result in a greater amount of land zoned for housing, and together with streamlined standards will have the result of accelerating housing production.

Additional funding is requested to support staff administration and work on the project, to facilitate concurrent general plan amendments and related CEQA evaluation, and to provide for additional public engagement in areas most affected by proposed modified standards.

Inclusionary Housing Fee Analysis and Housing Trust Fund Evaluation and Policy Guidance:

As a third component to multi-pronged approach to facilitating and streamlining housing production, the City will initiate an affordable housing fee analysis. The goal will be to determine an inclusionary in-lieu fee on a square foot basis rather than per unit. Once determined, the fee will be approved per resolution and reflected in a revised fee schedule. Providing such a fee will ensure clarity and certainty to the development community. At the present, the city typically utilizes development agreements to negotiate in-lieu fees on a case by case basis. After completing the analysis, there will be no need for case by case negotiations or contract documents to memorialize agreed upon fees. Additionally, the fee, will allow the city to continue to effectuate affordable housing with a streamlined the approval process. In additional action if adequate funds are available will include an overview of the housing trust fund with policy recommendations for efficient and effective use of resultant funds to facilitate additional housing in the City of Woodland. Additional funds may be required to fully fund a non-residential fee analysis.

All three of the proposed project components to be funded through the LEAP grant will have the combined effect of clarifying standards, review, and fiscal requirements for housing projects. Once implemented, these

updates will make housing development in Woodland more attractive to prospective builders by increasing certainty and streamlining process.

REAP Funds:

It is anticipated that the City of Woodland will be eligible for Regional Early Action Planning (REAP) funds, that will be passed through and administered by the Sacramento Area Council of Governments (SACOG). The City will be eligible to receive an allocation of \$20,000 as part of an initial grant release likely in mid-July. An additional allocation of grant funds should be made available by early fall. However, the potential grant amount is not known at this time and whether it will be competitive or non-competitive. The REAP funds may be used on eligible activities similar to the LEAP grant program. Once available the City will consider funding options, including further ensuring completion of the three projects funded through SB 2 and LEAP.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to submit a grant application requesting funds from the Local Early Action Planning (LEAP) grant program from the State of California Department of Housing and Urban Development

Prepared By: Cindy Norris, Principal Planner

Reviewed By: Brent Meyer, Acting Community Development Director / City Engineer



Ken Hiatt
Interim City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT
PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq., the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Woodland desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND RESOLVES AS FOLLOWS:

Section 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

Section 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Woodland is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of Three Hundred Thousand Dollars, \$300,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

Section 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED this June 2, 2020, by the following vote :

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburg, Mayor

ATTEST

APPROVED AS TO FORM

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: I.11
SUBJECT: Emergency Interim Shelter Project

Recommendation for Action: Staff recommends that the City Council determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050.

Fiscal Impact:

There is no impact to the General Fund.

Background:

On April 21, 2020, the City Council declared conditions of emergency and authorized the performance of an emergency Interim Shelter project without public bidding and determined that the Interim Shelter Project is exempt from the requirements of the California Environmental Quality Act as a project undertaken to prevent or mitigate an emergency.

Discussion:

The City Council's emergency action on April 21 was taken in response to the sudden emergency of COVID-19 and the need to take immediate action so that unsheltered homeless people living in the City can have additional indoor shelter options as well as additional health and sanitation resources. Because these conditions persist, staff recommends that the City Council continue its emergency action.

Conclusion:

Staff recommends that the City Council determine by a four-fifths vote that there is a need to continue the emergency action to construct a temporary homeless shelter at County Road 102 and East Beamer Street in accordance with Public Contract Code Section 22050.

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over a horizontal line.

Ken Hiatt
Interim City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: I.12
SUBJECT: NEW ITEM, added May 30, 2020 - Closing the Digital Divide in Yolo County

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve a letter of support to Legislature and the Governor to permanently address the digital divide for rural communities in Yolo County.

A handwritten signature in black ink, appearing to read "Ken Hiatt", is written over the printed name.

Ken Hiatt
Interim City Manager

Attachments:

1. Yolo County - closing the digital divide

May 29, 2020

The Honorable Cecilia Aguiar-Curry
California State Assembly
State Capitol, Room 5144
Sacramento, CA 95814

The Honorable Bill Dodd
California State Senate
State Capitol, Room 4032
Sacramento, CA 95814

RE: Closing the Digital Divide in Yolo County

Dear Assemblymember and Senator,

In March, schools across California unexpectedly closed and shifted to distance learning in response to the coronavirus (COVID-19) pandemic. This was done to protect the health and safety of our students, staff, and the communities we serve and to assist with “flattening the curve.” In a little more than two months, we have provided more than 100,000 meals, acquired more than 1,000 devices and hotspots to address the digital divide, and invested in training more than 600 educators to strengthen the quality of our distance learning. We still have a long way to go in order to fully address the issue of the digital divide in our county. We fully understand that all of these efforts will require significant investment during a time of budget uncertainty.

As the Legislature’s budget deliberations get underway, we urge you to keep the health and safety of our students, staff, and communities as a top priority. Reopening our school campuses will require more – not fewer – resources to ensure and sustain proper implementation of public health guidance and the safety of all of those involved. To accomplish this, we have to continue to permanently address the issue of the digital divide, especially in rural areas like Yolo County. Until a vaccine is developed, we have to invest in the infrastructure so our students continue their distance learning. In order to accomplish this, we need your help to close the technological gaps that put 10,000 students – including those living in rural areas and students living in poverty – at a further academic disadvantage.

We are requesting the following:

1. As part of the budget deliberations, we urge you, the Legislature and Governor, to **permanently address the digital divide for rural communities in response to the COVID-19 shift to online distance learning.**
2. In order to close the digital divide in Yolo County, we ask for your assistance in reaching out to Executives from all major service providers in our county including AT&T, Wave, Charter Communications, Comcast, Cox Communications, Sprint, T-Mobile, and Verizon, to entertain a meeting with us, to discuss the possibility of setting

the fiber groundwork for highspeed internet in the rural areas of our county, as well as discussing free and reduced rates for high-speed internet for all residents.

We are aware that the CDE has already provided hotspots, laptops, and other devices to help students access distance learning, of which we have received zero of these devices to date. Without reliable internet access, too many students are and will continue to miss out on high-quality and meaningful education and the ability to connect with their teachers. Going forward, we need to focus on efforts to improve internet access in order to close opportunity and achievement gaps for our Yolo County students, not just during this public health crisis, but once and for all. Now, more than ever, we need to work together.

We look forward to your support.

Respectfully submitted by,

Woodland Joint Unified School District, Board of Trustees, Morgan Childers, Jake Whitaker, Teresa Guerrero, Deborah Bautista Zavala, Debbie Decker, Karen Rosenkilde-Bayne, Rogelio Villagrana

Woodland City Council, Rich Lansburgh, Tom Stallard, Angel Barajas, Enrique Fernandez, Xóchitl Rodriguez

Woodland Community College, President, Dr. Art Pimentel

Yolo County Office of Education, Superintendent of Schools, Garth Lewis

cc:

Honorable Gavin Newsom, Governor of California

Honorable Tony Thurmond, Superintendent of Public Instruction

Linda Darling-Hammond, President, State Board of Education

Karen Stapf Walters, Executive Director, State Board of Education

Ben Chida, Chief Deputy Cabinet Secretary, Governor's Office

Keely Martin Bosler, Director of Finance

Jeff Bell, Education Program Budget Manager, Department of Finance

Jessica Holmes, Assistant Education Program Budget Manager, Department of Finance

Jennifer Johnson, Deputy Legislative Secretary, Governor's Office

Stephanie Gregson, Chief Deputy Superintendent, California Department of Education

Lisa Constancio, Deputy Superintendent, California Department of Education

Megan Baier, K-12 Advisor, Office of the President Pro Tempore

Lynn Lorber, Chief Consultant, Senate Education Committee

Elisa Wynne, Deputy Staff Director, Senate Budget & Fiscal Review

Misty Feusahrens, K-12 Advisor, Office of the Speaker of the Assembly

Tanya Lieberman, Chief Consultant, Assembly Education Committee

Christian Griffith, Chief Consultant, Assembly Budget Committee

Erin Gabel, Consultant, Assembly Budget Committee



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: J.13
SUBJECT: Update on COVID-19 Response and Preparedness

Recommendation for Action: Staff recommends that the City Council receive an update and discuss the current status of the COVID-19 pandemic and the community's actions to prepare and respond to issues resulting from the emergency.



Ken Hiatt
Interim City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: J.14
SUBJECT: Urgency Ordinance to Grant Emergency Temporary Use Permits that will Allow Restaurants and Other Businesses to Use Available Public and Private Outdoor Space to Meet Physical Distancing Requirements

Recommendation for Action: Staff recommends that the City Council adopt by a Four-Fifths Vote Urgency Ordinance No. _____, an Urgency Ordinance of the City Council of the City of Woodland Authorizing the Community Development Director to Grant Emergency Temporary Use Permits that will Allow Restaurants and Other Businesses to Use Available Public and Private Outdoor Space to Meet Physical Distancing Requirements and Waiving any Applicant Fees Associated with the City's Review Process

Staff Contact:

Erica Bumgardner (530) 661-5886, erika.bumgardner@cityofwoodland.org

Fiscal Impact:

There is no fiscal impact to the general fund.

Background:

On May 26, 2020, the Yolo County Board of Supervisors voted to permit dine-in restaurants, non-essential retail businesses, and salon and barber shops to reopen. The County had been granted permission from the State of California on May 20, 2020 to allow such activities to reopen based on an attestation the County had made and provided to the State. Reopening of these businesses must be done in a manner that minimizes the spread of COVID-19 as it remains a highly contagious virus with no known cure or effective treatment. Reducing community transmission of COVID-19 includes, among other things, requiring businesses to adapt and adopt different operating protocols and procedures, including maintaining physical distancing.

As retail businesses and restaurants begin to reopen in compliance with State and local public health orders, questions have been asked as to whether they may use adjacent outdoor space to expand their businesses in an effort to both comply with physical distancing requirements and generate additional revenue. For restaurants in particular, outdoor expansion may be particularly important given that the State has told restaurants to prioritize outdoor dining and given that restaurants may need to reduce the number of available indoor seats in order to comply with physical distancing requirements. Retail businesses may want additional space to allow for merchandise pick-up or to display their merchandise.

Discussion

The proposed urgency ordinance will allow restaurants and retail businesses to apply for an emergency temporary use permit (Attachment B) that will allow them greater flexibility to expand into outdoor areas, whether privately or publicly owned. The goal of the ordinance is to help existing Woodland businesses and restaurants expand their physical space so they can be compliant with State and County public health orders requiring physical distancing while also ensuring that the restaurants and businesses operate in a manner that is

not injurious to the public health, safety, and welfare.

The ordinance proposes a streamlined permitting process that requires approval of an emergency temporary use permit by the Community Development Director. The Director would have the authority to grant emergency temporary use permits provided that the restaurant or business operates in compliance with all applicable State and County public health orders, does not violate the Americans with Disabilities Act, and does not operate in a manner hazardous to the public health. The ordinance also allows the permit to be issued with conditions. The emergency temporary use permit would be the only permit required for a business or restaurant to expand. The ordinance provides that no fee would be associated with the emergency temporary use permit application. Nothing in the ordinance would allow for the waiver of any federal, state, or local law that regulates, among other things, alcoholic beverage consumption, noise, or amplified sound. Additionally, any permittee would be expected to maintain the outdoor premises in a clean, sanitary, and safe condition.

Once issued, the Community Development Director could revoke the permit if the permittee violates any of the conditions. If not revoked, the emergency temporary use permit would remain in full force and effect until 30 days after termination of the Ordinance. The Ordinance would terminate upon the termination of both the State and the City's declaration of emergency, unless the City Council terminated it sooner.

The proposed ordinance also allows the Community Development Director to, for the duration of the Ordinance, waive any provision in the Zoning Code that is inconsistent with the proposed outdoor use. The ordinance also permits the Community Development Director to waive or modify any condition in an existing discretionary permit (such as a conditional use permit) that would prohibit or otherwise restrict the outdoor expansion.

Any applicant/permittee could appeal the Community Development Director's decision on an emergency temporary use permit to the City Manager. The decision of the City Manager will be final.

Conclusion:

Staff recommends that the City Council adopt by a Four-Fifths Vote Urgency Ordinance No. ____, an Urgency Ordinance of the City Council of the City of Woodland Authorizing the Community Development Director to Grant Emergency Temporary Use Permits that will Allow Restaurants and Other Businesses to Use Available Public and Private outdoor Space to Meet Physical Distancing Requirements and Waiving any Applicant Fees Associated with the City's Review Process.

Prepared By: Kara Ueda, City Attorney



Ken Hiatt
Interim City Manager

Attachments:

1. Urgency Ordinance Allowing for Expanded Outdoor Business Use In Light of COVID-19
2. Temporary Outdoor Dining Permit

ORDINANCE NO. ____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO GRANT EMERGENCY TEMPORARY USE PERMITS THAT WILL ALLOW RESTAURANTS AND OTHER BUSINESSES TO USE AVAILABLE PUBLIC AND PRIVATE OUTDOOR SPACE TO MEET PHYSICAL DISTANCING REQUIREMENTS AND WAIVING ANY APPLICANT FEES ASSOCIATED WITH THE CITY'S REVIEW PROCESS

WHEREAS, in response to the COVID-19 pandemic and global health crisis, the President of the United States, the Governor of the State of California, the County of Yolo, and the City of Woodland, have each proclaimed a state of emergency; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20 (the "Stay-at-Home Order"), ordering all State of California residents to shelter at home or at their place of residence, except as needed to ensure continuity of operations in essential critical infrastructure sectors and additional sectors as directed by the State Public Health Officer; and

WHEREAS, as the result of the Stay-at-Home Order and the County Health Officer's orders, businesses that serve food or beverages were only permitted to provide food and beverages by take-out or delivery; and

WHEREAS, on May 4, 2020, the Governor issued Executive Order N-60-20, announcing that the State would move to a "Stage 2" modification of the Stay-at-Home Order, allowing for businesses identified as having a lower risk of COVID-19 transmission to reopen in accordance with State Public Health Officer guidelines; and

WHEREAS, the State Public Health Officer issued an order on May 7, 2020, pursuant to Executive Order N-60-20, relaxing the prior statewide shelter-in-place orders and allowing lower-risk businesses to reopen gradually and enter Stage 2 of the Governor's "Roadmap to Resilience" plan (the "Roadmap") while also providing a process for counties to open at an accelerated pace if they meet certain criteria and are approved by the State; and

WHEREAS, the Governor, on May 18, 2020, further loosened criteria counties must satisfy to move further ahead into Stage 2 of the Roadmap and added more businesses that can reopen during Stage 2; and

WHEREAS, on May 20, 2020, the County of Yolo received a variance from the Governor's Roadmap, to permit dine-in restaurants and retail stores to reopen in accordance with State guidelines intended to reduce virus transmission; and

WHEREAS, on May 26, 2020, the Yolo County Board of Supervisors voted to allow dine-in restaurants, retail businesses, and hair salons and barbers to reopen in the County as part of Stage 2 of the Roadmap if businesses comply with the State's industry-specific guidelines; and

WHEREAS, State guidelines have led to requests by local restaurants to create temporary outdoor seating areas and/or curbside pickup as quickly as possible, and retail stores may wish to

create temporary curbside/storefront pickup areas, add outdoor waiting areas, or expand to allow outdoor displays of merchandise; and

WHEREAS, COVID-19 is easily transmitted, especially amongst people in tight quarters or group settings, and it is essential that the spread of the virus be slowed to both protect the public and healthcare providers and to safeguard public health and safety; and

WHEREAS, the City of Woodland requires encroachment permits for temporary uses in the public right-of-way and has certain regulations regarding parking, signage, and fencing, but strict compliance with the Municipal Code will likely delay businesses in reopening and their ability to quickly expand their operations; and

WHEREAS, to help existing businesses in the City operate in a safe manner where physical distancing is maintained in accordance with all applicable public health orders, it is necessary to temporarily allow commercial businesses to expand their businesses to operate outdoors; and

WHEREAS, Government Code section 8634 authorizes the City Council during a local emergency to promulgate orders and regulations necessary to provide for the protection of life and property; and

WHEREAS, the City, pursuant to the police powers delegated to it by the State Constitution, has the authority to enact laws that promote the public health, safety, and general welfare of its residents; and

WHEREAS, pursuant to California Government Code section 36937, the City may adopt an urgency ordinance if it is for the immediate preservation of the public peace, health or safety.

NOW, THEREFORE, the City Council of the City of Woodland does hereby ordain as follows:

Section 1. Findings and Need for Ordinance.

The City Council of the City of Woodland hereby finds and declares that this urgency Ordinance is necessary to help limit the spread of COVID-19 and to protect the health, safety, and welfare of the public as it is essential that contact between and among people, which could lead to the spread of COVID-19, be limited, and the use of additional outdoor areas, whether public or private, is necessary to allow existing businesses to operate in a safe manner and in compliance with physical distancing and other requirements of State and County public health orders and guidelines. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Applicability to Businesses Allowed to Operate in Compliance with State and County Public Health Orders.

Nothing in this Ordinance authorizes a particular retail business, restaurant, brewery, or bar to operate under applicable State and County orders, and the City shall not issue an emergency temporary use permit to a particular retail business, restaurant, brewery, or wine bar, unless and

until that restaurant, brewery, or wine bar is authorized to operate under State and County Orders. All retail businesses, restaurants, breweries, and wine bars authorized to reopen must be in compliance with State and County orders regarding reopening. A retail business, restaurant, brewery, or wine bar must be able to present proof of compliance with the applicable State and County orders upon request by City staff.

Section 3. Definitions.

For purposes of this Ordinance, the following words and phrases shall have the meanings respectively ascribed to them:

“Community Development Director” or “Director” shall refer to the City’s Director of the Community Development Department or designee.

“Emergency temporary use permit” means a permit issued by the City and obtained by a qualifying business to operate within the City in accordance with the provisions of this Ordinance.

“Qualifying business” means any retail business or restaurant that demonstrates it will operate in compliance with reopening protocols of the State of California and the County of Yolo.

“Restaurant” for purposes of this Ordinance includes a brewery or wine bar.

Section 4. Emergency Temporary Use Permit Required.

Unless otherwise expressly permitted by an existing use permit, encroachment permit, or other written authorization previously lawfully issued by the City, any qualifying business within the City shall obtain an emergency temporary use permit prior to expanding its use, for the purpose of adhering to physical distancing requirements, to adjacent publicly or private-owned outdoor areas. No other City approval or permit, such as an encroachment permit, shall be needed to permit a qualifying business to expand its outdoor use for the purpose of adhering to physical distancing requirements.

Section 5. Application for Emergency Temporary Use Permit.

A. An application for an emergency temporary use permit must be filed with the Community Development Department Director, on a form approved by the City. The application shall be accompanied by any additional materials or information required by the form or by the Community Development Department Director.

B. Any applicant for an emergency temporary use permit may, in connection with its application for such permit, be exempted by the Community Development Director from any applicable Zoning Code (Title 17 of the Woodland Municipal Code) requirements that would otherwise affect or impede a qualifying business’s ability to expand its business outdoors or from other requirements not specified in the Zoning Code that regulate design or outdoor use. Specifically, the City Council temporarily allows, for the duration of this Ordinance, the Director to suspend Sections 17.116.020 and 17.116.030 of the Municipal Code related to parking requirements, Chapter 17.120 related to signs, and Section 17.104.100 related to fences.

C. The Director shall consider any application submitted for an emergency temporary use permit. In the Director's discretion, the application for an emergency temporary use permit may be approved or denied. The Director may approve or conditionally approve an application for an emergency temporary use permit only if the Director finds that the temporary use would not create a hazard to the health, safety or welfare of the public and if the Director determines that operation of the qualifying business will be in compliance with the reopening protocol of the State of California and the County of Yolo. The Director may impose any conditions deemed necessary to ensure that the temporary use does not create a hazard to the public health, safety, or welfare of the public. In no event shall the holder of an emergency temporary use permit be allowed to operate in a manner that is not in compliance with the Americans with Disabilities Act. In no event shall the emergency temporary use permit waive, alter, or amend any existing federal or state law or City ordinance or policy concerning, among other things, alcoholic beverage possession or consumption, noise, or amplified sound.

D. If the application for an emergency temporary use permit is approved, the Director shall issue an emergency temporary use permit. All qualifying businesses issued an emergency temporary use permit shall comply with all terms and conditions of the permit and shall be expected to maintain the outdoor premises in a clean, sanitary, and safe condition. The Director may immediately revoke any emergency temporary use permit if the Director determines that there has been a violation of any condition of approval. Any revocation of an emergency temporary use permit will be deemed effective upon the posting of a notice of revocation at the site of the business granted the special temporary use permit.

E. Any decision made by the Director, pursuant to the authority granted by this Ordinance, may be appealed by the applicant/permittee to the City Manager by notifying the City Manager within five (5) calendar days of the decision. The City Manager shall have the power to sustain, reverse, or modify the decision of the Director. The City Manager's decision shall be final.

F. The emergency temporary use permit issued pursuant to this Ordinance is nontransferable. Only the qualifying business for which the emergency temporary use permit was issued shall be permitted to operate under the prescribed terms of the permit.

G. An applicant for an emergency temporary use permit shall not be charged application fees.

H. As long as an emergency temporary use permit is in effect, all applicable Woodland Municipal Code provisions and restrictions set forth in a discretionary permit regulating uses, nonconforming uses, development standards, parking, signage, permit procedures or other regulations or conditions specifically addressed in the emergency temporary use permit that would otherwise and normally regulate the use and development of the property are hereby suspended for those uses and properties subject to an emergency temporary use permit, to the extent that the Woodland Municipal Code provisions or restrictions set forth in a discretionary permit conflict with the terms of the emergency temporary use permit.

I. As a condition of receiving an emergency temporary use permit, the permittee shall agree to defend, indemnify, and hold the City and its officers and employees harmless from and against any claims, demands, obligations, damages, actions, causes of action, suits, losses,

judgments, fines, penalties, liabilities costs and expenses (including without limitation, attorney's fees, disbursements, and court costs) of every kind and nature whatsoever that may arise from or in any manner related to the issuance of the emergency temporary use permit. The permittee shall also agree to obtain and maintain insurance in amounts set by the City.

Section 6. Enforcement.

A violation of this Ordinance or a special temporary outdoor operations permit constitutes an imminent threat to the public health and is hereby declared to be a public nuisance and shall be subject to the nuisance abatement procedures set forth in Title 9 of the City of Woodland Municipal Code.

Section 7. Term.

This Ordinance shall go into effect immediately upon adoption by the City Council and shall remain in full force and effect until both the Governor and the City of Woodland terminate the state of emergency in response to the COVID-19 outbreak, or until this Ordinance is rescinded by the City Council, whichever occurs first. Any emergency temporary use permit that has been issued pursuant to this Ordinance shall expire thirty (30) days after termination of this Ordinance.

Section 8. Urgency Finding.

The City hereby finds, determines, and declares that this Ordinance is necessary to the immediate preservation of the public peace, health, or safety, because there is an urgent need to slow COVID-19 transmission as much as possible to protect the most vulnerable and to prevent the healthcare system from being overwhelmed. Therefore, the City further finds, determines, and declares that this Ordinance takes effect immediately upon adoption by a four-fifths vote of the City Council pursuant to the authority conferred upon it by California Government Code section 36937.

Section 9. City Clerk.

The City Clerk shall certify as to the adoption of this Ordinance and shall cause it to be published in a newspaper of general circulation within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with California Government Code Section 36933.

Section 10. Severability.

If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

Section 11. CEQA.

This Ordinance qualifies for a categorical exemption from the California Environmental Quality Act (CEQA) under Section 15301, Class 1 (Existing Facilities), of the CEQA Guidelines. This exemption applies to a class of projects that are considered not to have a significant effect on the environment. This includes projects that consist of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed project consists of allowing minor site alterations to create temporary ancillary outdoor dining areas or curbside/storefront pick-up areas for existing retail businesses and restaurants. The project would not have a significant effect on the environment. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

PASSED AND ADOPTED by the City Council of the City of Woodland, by a four-fifths vote, at a regular meeting this 2nd day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh
Mayor

ATTEST:

Ana B. Gonzalez
City Clerk

Kara K. Ueda
City Attorney



Community Development Dept.
300 First St, Woodland CA 95695
(530) 661-5820
www.cityofwoodland.org

City of Woodland

Application for Temporary Outdoor Dining Permit

Sit-down dining is permitted by the State of California and by the Yolo County Shelter In Place Order subject to State and local guidelines. Certain City-owned public property and private property may be used temporarily for outdoor dining during the COVID-19 emergency to allow additional seating in line with social distancing requirements, subject to the provisions outlined in this document.

NAME OF APPLICANT: _____

NAME OF RESTAURANT: _____

ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

DAYS AND HOURS OF OUTDOOR DINING OPERATION: _____

REQUESTED DURATION OF PERMIT: _____, 2020 to _____, 2020

PLEASE ATTACH PHOTOGRAPH, DRAWING OR DEPICTION OF PROPOSED LOCATION AND LAYOUT OF OUTDOOR DINING AREA WITH THIS APPLICATION, INCLUDING NUMBER OF TABLES, PATH OF TRAVEL TO-FROM RESTAURANT, SHADING AND/OR BARRIER DEVICES, AND TRASH RECEPTACLES.

The undersigned applicant Restaurant seeks a temporary permit to use designated public or private space for temporary outdoor dining. The applicant understands and agrees that the permit, once issued, is subject to the following requirements:

- A. Restaurants shall maintain a designated Compliance Manager for all shifts. Compliance Manager shall be responsible for monitoring compliance with all requirements as provided for in this permit.
- B. The outdoor use/dining area shall not interfere with access under the Americans with Disabilities Act or with vehicular and pedestrian traffic unless circulation is otherwise rerouted at the discretion and approval of the City.
- C. A minimum four-foot (4'0") wide path of travel shall be provided and maintained along all pedestrian walkways from the public right-of-way and/or parking lot to all building entrances. No outdoor use may obstruct this required pedestrian clearance in any manner, regardless of width of the sidewalk.
- D. Dining tables shall be placed in a manner that observes at least six-foot (6'0") social distance between groups of customers consistent with local and State social distancing orders. Customers in the same household dining together are counted as one group and are exempt from this requirement while sitting at the same table(s).

- E. Applicant Restaurant is responsible for adhering to all sanitation standards as outlined in the State of California COVID-19 Guidance for Dine-in Restaurants.
- F. Applicant Restaurant is responsible for maintaining an outdoor environment free of trash and debris throughout the day. All trash and debris in and around the outdoor dining area shall be disposed of each night and trash receptacles emptied each night.
- G. Temporary signage may be placed at or near the public spaces designated for outdoor dining purposes, provided that such signs do not block, impede or otherwise interfere with the public rights-of-way and the safe travel of vehicles and pedestrians, including access under the Americans with Disabilities Act. Signage shall be well anchored so as not to blow into drive aisles or walkways.
- H. Proposed shade/covering devices such as umbrellas shall be well anchored so as not to blow into drive aisles or walkways. Tent structures, wooden or metal patio covers or pergolas are subject to additional review/approval by the Community Development Department.
- I. Unless hours of operation are expressly extended or restricted by the permit, hours of operation for outdoor uses shall coincide with normal business hours of operation.
- J. Amplified sound is subject to maximum noise levels outline in the City's Municipal Code and shall not disrupt or interfere with adjacent business operations or residential uses. Outdoor music, live or amplified, shall not persist past 10PM. City shall have the ability to terminate outdoor music at its sole discretion.
- K. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public or private space requested by the Restaurant for outdoor dining.
- L. No permanent item or structure, shall be installed on City-owned public property or private property under this permit. Tables, benches, shade covers and temporary enclosures requiring drilled anchors are discouraged and subject to City approval prior to installation.
- M. Temporary fencing not exceeding three feet six inches (3'6") tall may be placed in a safe and well-secured manner around the outdoor dining area. Temporary fencing requiring drilled anchors is discouraged and subject to City approval prior to installation.
- N. Restaurant shall comply with all applicable State and County laws and regulations pertaining to outdoor dining (including, but not limited to sale and consumption of alcoholic beverages) under this provision.
- O. No real property right is provided, given, or otherwise conveyed to any person or entity using City-owned public property for outdoor dining purpose. Any such use permitted hereunder shall cease no later than termination of the City local emergency. The City reserves the right, in its sole discretion during the pendency of the City local emergency, to terminate or extend any use permit issued hereunder, with or without cause. Upon termination of any use permit granted hereunder, the permittee shall return City-owned public property to the condition existing at the time of permit issuance.

- P. The applicant Restaurant shall maintain in full force and effect, at its sole cost and expense, Commercial General Liability insurance coverage for claims of bodily injury and property damage liability not less than \$1,000,000 for each occurrence, and shall provide the City with an additional insured endorsement and primary and non-contributory endorsement naming the City of Woodland and its officers, agents and employees as additional insured.
- Q. The applicant Restaurant shall indemnify, protect, defend, save and hold City, its officers, agents, and employees harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of the Restaurant or its officers, employees, volunteers, and agents, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the Restaurant or its employees, subcontractors, or agents, or by the quality or character of the Restaurant's work. It is understood that the duty of Restaurant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Permit does not relieve Restaurant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply and shall further survive the expiration or termination of this Permit. By execution of this Application, applicant Restaurant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the public or private property requested by the Restaurant. This permit is valid until the local COVID-19 emergency is terminated, unless otherwise terminated in writing by the City at an earlier date due to non-compliance with the above provisions. Public or private property under this permitting program must return to its original condition upon conclusion of its use for outdoor dining once the COVID-19 emergency is terminated.

Signature of Restaurant Owner

Print Name

Date

Signature of Property Owner (if different
from Restaurant Owner)

Print Name

Date

For City Staff Use Only

Planning Approval DATE

Building Approval DATE

Development Engineering Approval DATE

Fire Approval DATE

Additional Conditions Attached ☐ Yes ☐ No



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: J.15
SUBJECT: Consideration of November 2020 Ballot Measure to Re-Authorize 1/4 Cent Sales Tax (Measure J)

Recommendation for Action: Staff recommends that the City Council:

- 1) Introduce Ordinance No. _____ re-authorizing and extending the City of Woodland's quarter-cent sales tax for general city services, programs and facilities for a period of ten years, subject to approval by the voters at the November 3, 2020 municipal election, and
- 2) Provide comment on draft ballot language, and
- 3) Direct staff to return to Council with a resolution calling for the consolidation of the election and placing four advisory measures on the November 3, 2020 ballot.

Staff Contact:

Kim McKinney, Finance Officer, (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Background:

The City currently receives supplemental sales tax revenue through two voter-approved measures authorizing transaction and use taxes of ½ cent (Measure F) and ¼ cent (Measure J) respectively. Measure J, which generates approximately \$2.7 million annually to the General Fund, was approved in June 2014, for an eight-year period expiring in September 2022.

As a general purpose tax measure, an extension of Measure J can only be presented to the voters on the same ballot when members of the City Council are elected. Thus, as discussed in several recent Council presentations, the last election when Measure J can be renewed prior to its expiration is on the November 2020 ballot.

The City Council has consistently re-affirmed the importance of the extension of Measure J as a key component of the city's long-term financial plan and provision of services. At its meeting of April 21, 2020, directed staff to prepare the required ordinance and resolutions necessary to have the renewal of Measure J presented to the voters on the November 2020 ballot.

Discussion:

This agenda item seeks Council approval of the introduction of the required ordinance extending the city's existing 1/4-cent sales tax. In addition, the report provides an initial draft of the ballot language that would appear on the November ballot. Formal adoption of the ballot language will occur at the Council's next meeting via a resolution that will also serve to call the municipal election and consolidate the election with the November general election.

Ongoing Support for Critical Program Areas

Measure J currently provides critical funding in support of several important areas, consistent with the advisory measures that accompanied the 2014 renewal of the city's 1/4 cent sales tax. These include youth programming, programming and operations at the Woodland Public Library, crime prevention, and utility assistance.

Priority programs and activities currently covered under these categories, and recommended for continued allocations, include the following:

Youth Programming: The allocation in this category allows for the continuation of after-school programs at both Lee and Douglass Middle Schools, clubs/leagues for middle school youth during the summer, aquatics programming, and assists with the waiver of per-player fees for youth sports.

Library Programming: The allocation in this category allows for the continuation of increased hours of operation at the Woodland Public Library at 51 hours a week (increased from 44 hours prior to Measure J). Sales taxes also fund current and expanded children and teen collection materials (both print and electronic). Finally, Measure J provides funding for operations and programming of the Square One work space.

Crime Prevention: The allocation in this category allows for the continuation of the crime prevention program including Neighborhood Watch and expansion of the Volunteers In Policing (VIP) program. Funding for School Resource Officers in the Police Department, and activities for gang intervention and youth diversion activities are also included in this category.

Utility Assistance: Measure J provides funding subsidies to assist low-income families and senior citizens with payment of a portion of their water and sewer utility bill.

The proposed extension of Measure J would continue to allocate resources to many of the same programs and priorities currently funded by the sales tax. The only change proposed from the advisory measures approved with the original adoption of Measure J is to reallocate 5% of sales tax revenues from the youth recreation category to the operation of the Woodland Public Library. This change provide additional resources for Library programming while maintaining the current recreation and youth programming.

Ballot Measure Re-Authorizing Quarter-Cent Sales Tax:

At this time, it is recommended that the City Council approve the introduction of an ordinance to re-authorize the quarter-cent sales tax for an additional ten years, from 2022 through 2032, subject to approval by the voters at the November 3, 2020 municipal election.

In addition, the following draft ballot language is proposed for the measure to be put forth on the November 2020 ballot. It is recommended that the renewal measure be accompanied by four (4) companion advisory measures, seeking community feedback on the priorities for allocation of the discretionary tax revenue proceeds that would be collected if the quarter-cent sales tax is re-authorized. Formal action on the specific ballot language will occur via a resolution to appear on the agenda for the Council meeting of June 16th.

MEASURE ____: Shall the measure, which would authorize the City of Woodland to continue to collect, for a period of ten years, a one-quarter cent sales tax for general city services, providing approximately \$2.8 million

annually and would not increase taxes, be adopted?

Companion Advisory Measures:

MEASURE ____: Advisory Vote Only. Shall the City Council allocate 25% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the November 2020 ballot to the Woodland Public Library to enhance educational and literacy programs and maintain or expand hours of operation?

MEASURE ____: Advisory Vote Only. Shall the City Council allocate 55% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the November 2020 ballot to expand and enhance youth and teen programs and facilities, and reduction of fees charged for use of city recreation facilities?

MEASURE ____: Advisory Vote Only. Shall the City Council allocate 15% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the November 2020 ballot to enhance public safety through expanded crime prevention programs and services supporting opportunities for youth within the community?

MEASURE ____: Advisory Vote Only. Shall the City Council allocate up to 5% of the tax revenue collected from any sales tax measure re-authorized in the City of Woodland via the November 2020 ballot to support a utility ratepayer assistance program for seniors and low-income families?

Conclusion:

Staff recommends that the City Council:

- 1) Introduce Ordinance No. _____ re-authorizing and extending the City of Woodland's quarter-cent sales tax for general city services, programs and facilities for a period of ten years, subject to approval by the voters at the November 3, 2020 municipal election, and
- 2) Provide comment on draft ballot language, and
- 3) Direct staff to return to Council with a resolution calling for the consolidation of the election and placing four advisory measures on the November 3, 2020 ballot

Prepared By: Kim McKinney, Finance Officer



Ken Hiatt
Interim City Manager

Attachments:

1. Ordinance Extending General Sales Tax (Measure J) June 2020-c2(clean)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING CHAPTER 3.28 OF TITLE 3 OF THE WOODLAND MUNICIPAL CODE TO EXTEND THE 1/4% TRANSACTIONS AND USE TAX FOR GENERAL PURPOSES, WHICH SHALL CONTINUE TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, pursuant to California Revenue and Taxation Code Section 7285.9, the City of Woodland (the “City”) has the authority to levy a Transactions and Use Tax for general purposes; and

WHEREAS, a majority of the voters voting on the measure (Measure J) in the City approved a one-quarter of one percent (0.25%) Transactions and Use Tax at an election held on June 3, 2014; and

WHEREAS, the City's Transactions and Use Tax Ordinance is found in Chapter 3 of the City's Municipal Code; and

WHEREAS, Section 3.28.020 sets forth a “Termination Date” of September 30, 2022, at which time Chapter 3.28 of Title 3 of the Municipal Code will be repealed unless an extension or re-authorization is approved by the voters of the City at an election called for that purpose; and

WHEREAS, an extension or re-authorization of the City's Transactions and Use Tax will be submitted to the voters to extend the “Termination Date” of Chapter 3.28 of Title 3 to September 30, 2032; and

WHEREAS, approval of this Ordinance by the voters of the City of Woodland would not raise taxes but would extend an existing tax.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Authority. The City Council enacts this ordinance in accordance with the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 2. Amendment. The definition of “Operative date” and “Termination date” in Section 3.28.020 of the City's Municipal Code is hereby amended to read as follows:

3.28.020 Definitions

“Operative date” means the first day of the first calendar quarter commencing more than one hundred ten days after the later of the adoption of Ordinance No. __ and

the approval by the voters of the city of a measure approving the imposition of a transaction and use tax; provided that, if the city shall not have entered into a contract with the California Department of Tax and Fee Administration as required by Section 3.28.040 prior to such date, the operative date shall be the first day of the first calendar quarter following the execution of such a contract. If this amendment is approved by the City Council on June 16, 2020, and the measure is approved by a majority of the voters voting on the measure at the November 3, 2020 election, the operative date shall be October 1, 2022.

“Termination date” means September 30, 2032, unless this Ordinance is extended or repealed by the voters at a subsequent election.

Section 3. Amendment. In each instance in Chapter 3.28 where the term “Board of Equalization” appears, such reference shall be changed to the “California Department of Tax and Fee Administration.”

Section 4. Spending Plan. The City shall prepare a detailed annual spending plan and report regarding the expenditure of any proceeds from the taxes collected pursuant to Chapter 3.28 of Title 3 of the Woodland Municipal Code. The spending plan and report shall be presented to the public and published in the newspapers.

Section 5. Approval by the Voters. This Ordinance relates to the levying and collecting of transactions and use taxes, shall be submitted to the voters at an election to be held on November 3, 2020, and shall take effect only if approved by a majority of the voters voting on the measure at the November 3, 2020 General Municipal Election. The Ordinance shall then become effective in accordance with Section 3.28. Upon approval by a majority of the voters of the City voting on this Ordinance, the Transactions and Use Tax set forth in Chapter 3.28 of Title 3 of the City's Municipal Code shall be re-authorized and extended through and including September 30, 2032. The City Clerk is hereby directed to publish this Ordinance at least once, within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Woodland.

PASSED AND ADOPTED this _____ day of _____, 2020, by a two-thirds vote of the City Council, by the following vote:

AYES:

NOES:

ABSENT:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: June 2, 2020
ITEM #: J.16
SUBJECT: Presentation of the Fiscal Year 2020/21 Proposed Budget

Recommendation for Action: Staff recommends that the City Council formally receive the City's fiscal year 2020/21 proposed budget

Staff Contact:

Kim McKinney, Finance Officer, (530) 661-5849, kimberly.mckinney@cityofwoodland.org

Background:

Over the last four months, the City Council has received a series of presentations and updates related to the fiscal year (FY) 2020/21 financial outlook for the City. These discussions began with the FY2019/20 Mid-Year Budget update in February, followed by the Spring Budget Workshop in April, discussions of Measures J, E and F and the City's Capital Improvement Program (CIP) in May, and finally discussion of a balancing plan for the FY2020/21 budget. All of these discussions and topics have been included in the Proposed Budget document that accompanies this report.

Discussion:

Along with other state and local agencies across the country, the City of Woodland faces difficult and unexpected budget challenges due to the recent public health emergency related to the coronavirus outbreak. The COVID-19 pandemic has had a profound impact on most aspects of our lives. The various stay-at-home orders that help prevent the spread of the virus have essentially shut down large segments of the economy that generate the revenues to support municipal government. This has resulted in a negative impact on the anticipated FY2019/20 and FY2020/21 revenues. It is impossible to anticipate, at this point, the depth and duration of the economic downturn caused by the pandemic. Recovery from the economic impacts will undoubtedly be a significant challenge for the foreseeable future. However, the City's prudent financial practices, including long-term financial planning and conservative budget approach, have built reserve balances that allow the City to address projected General Fund deficits in a thoughtful and strategic manner.

Because of the unprecedented situation, the overall FY2020/21 Budget is essentially a "status-quo" budget, with a limited number of critical one-time funding recommendations necessary to address specific priority needs. The budget includes anticipated revenues developed in coordination with the City's tax revenue consultants based on economic indicators and includes preliminary estimates of the financial impacts of the COVID-19 pandemic. These tax revenue losses, along with other impacted revenues, are reflected in the five-year General Fund forecast. As discussed with Council, staff developed plans for reducing expenditures, which have been categorized into three "tiers" of possible reductions, with implementation timing dependent upon revenue performance. The General Fund proposed budget reflects implementation of the first "tier" of balancing measures necessary to reduce expenditures and work toward a balanced budget.

The proposed FY2020/21 budget totals \$185.26 million, supporting City operating funds (\$139.2 million), capital funds (\$21.97 million) and debt service obligations (\$24 million) and represents an increase of 7% from last year's adopted budget. Consistent with previous years, costs associated with the City's investment management function (\$60,000) are not shown in expenditure appropriations, but instead netted against total

investment income for the fiscal year.

The budget includes a set of specific funding recommendations totaling \$3,044,379 including \$2,927,419 in one-time funding allocation and \$116,960 in ongoing budget augmentations. No new positions have been authorized in the Proposed Budget; in fact, at least two full time positions are frozen and not authorized for funding. The proposed FY2020/21 full-time equivalent staffing level of 311 positions is two fewer than last year, and remains 41 positions (12%) fewer than pre-recession staffing levels of FY2008/2009.

The General Fund budget, totaling \$54.5 million, as proposed, represents a decrease of \$0.7 million (1.3%) from the prior year, including \$432,140 of one-time funding allocations from General Fund reserves. The overall budget proposal, which includes specific funding recommendations to meet selected priority needs would, if approved, result in an anticipated year-end fund balance in the General Fund of \$12.7 million (26.4%), or \$3.1 million above the Council-adopted reserve policy level of 20%.

The proposed FY2020/2021 Capital Improvement Program budget includes funding recommendations totaling \$33.3 million, of which \$17.7 million is allocated for investment in transportation infrastructure, \$8.8 million to advance capital projects within our water and sewer utilities, and \$1.75 million supports park and library facility improvements. Of this amount, \$3.06 million is provided through Measure E and \$3.01 million from Measure F, consistent with the FY2020/2021 funding allocations presented to the Council earlier in the budget process.

Prior to the COVID-19 pandemic, the City was already struggling to maintain the status quo because cost increases generally and consistently outpaced revenue growth. This looming problem has been accentuated and accelerated due to the current economic circumstances. Although the City has a plan to balance the FY2020/21 General Fund budget, more work will be required to achieve longer-term structural balance. Revenue forecasts will be closely monitored and adjusted as necessary, but even under a “moderate” recession scenario of the General Fund, the updated forecast reflects a projected deficit of \$2.67 million for FY2021-2022, growing to \$6.81 million by the end of the forecast’s planning horizon. This ongoing budget gap is attributable largely to revenue declines and slowed growth, as well as projected increases in CalPERS retirement contribution rates.

Proposed Budget Recommendations

The overall Adopted Budget is consistent with the budget framework developed over the past several fiscal years as well as feedback provided by the City Council through its regular quarterly budget updates and the Spring Budget Workshops held in April.

Due to the level of uncertainty surrounding the impact to the City’s key revenue sources in the General Fund, and to allow for early planning for even larger budget impacts, staff has provided to and discussed with the Council two versions of a General Fund forecast. One version reflects a more moderate recession scenario, assuming a relatively sharp, but short-term decline of sales tax and transient occupancy tax (TOT) revenues through FY2020/21 and FY2021/22, followed by a slow recovery. A second version of the forecast includes reductions to most revenue sources in the General Fund consistent with revenue performance during the recession of 2008 – 2010. This scenario includes a more drastic revenue reduction and an even slower growth toward recovery. Additionally, given the investment market turmoil and volatility, CalPERS investment losses are expected to be substantial. Both scenarios of the General Fund forecast include significant additional costs related to unfunded pension liabilities, beginning in FY2022/23.

Balancing Plan

To address the forecasted deficit in the General Fund, staff developed a balancing plan that can be implemented in phases throughout the coming fiscal year, depending upon actual revenue performance. The first tier of the balancing plan utilizes some portion of available General Fund reserves, and includes expected savings from

freezing certain vacant positions, reallocation of programs and staff to other available fund sources, department level expenditure reductions, and anticipated savings from employee concessions. The second and third tiers of reductions include potential lay-off of several employees, and additional department level resource reductions that will likely have significant impact on service levels throughout the City, particularly in public safety.

The Proposed Budget reflects the reduced expenditures related to implementation of Tier 1 of the balancing plan. Tier 2 and Tier 3 reductions are shown for planning purposes only, and will be revisited with the City Council over the next several months as more information becomes available. The following summarizes all tiers of the balancing plan:

	FY2020/21
TIER I Reductions - General Fund	Savings
City Attorney Contract Reduction	\$ 25,000
Information Technology Savings	\$ 25,000
Eliminate Accounting Tech position	\$ 70,000
Reduce Finance Contract Services	\$ 35,000
Reduction in Water Use (Parks/Community Center)	\$ 65,000
SHP Funding for Senior Planner	\$ 10,000
Eliminate Crime Analyst (2nd FTE)	\$ 116,000
Graffiti Program Funding Transfer	\$ 48,600
Transfer Police Officer to MSF funding	\$ 213,141
SB2 Funding for Social Services Manager	\$ 53,345
Fire Overtime Reduction	\$ 25,000
City Hall Supplies/Services	\$ 10,882
MSC Supplies/Services	\$ 23,379
Eliminate Sports Park Turf Replacement	\$ 50,000
Reduce Facility Replacement Funding	\$ 75,000
YECA Contribution Reduction	\$ 110,817
Animal Services Contract Reduction	\$ 38,000
Reduced LAFCO Annual Contribution	\$ 7,113
Total	\$ 1,001,277
TIER I Reductions - Transportation Funds	
Downgrade Maintenance Supervisor Position	\$ 25,000
	FY2020/21
TIER II Reductions - General Fund	Savings
Eliminate Community Services Officer	\$ 92,128
Environmental Resource Program Oversight	\$ 25,000
Eliminate CDD Deputy Director Position	\$ 110,272
Fire Overtime Reduction	\$ 75,000
Library Temp Staffing - Move to Measure J	\$ 31,593
Eliminate Environmental Sustainability Manager	\$ 12,402
Reduce Annual OPEB contribution	\$ 100,000
Delay Indirect Cost Recovery implementation	\$ 140,527
Total	\$ 586,923

	FY2020/21
TIER III Reductions - General Fund	Savings
Reclassify additional Recreation Staff to Measure J	\$ 80,000
Eliminate Facility Maintenance Worker II	\$ 112,000
Library Contract Services/Supplies Reduction	\$ 41,250
Freeze Police Officer position	\$ 150,804
Freeze Police Officer position	\$ 150,804
Fire Overtime Reduction - Tier 2+	\$ 174,620
Total	\$ 709,478

Funding Recommendations

Although budget flexibility throughout the City is limited, several budget adjustments are recommended in order to provide funding for high priority needs. The following reflects the recommended funding augmentations included in the Proposed Budget:

General Fund: \$590,140 (including \$431,140 in one-time General Fund allocations, \$150,000 in one-time Measure J funding, and \$8,000 of ongoing Measure J adjustments)

- Temporary and contract service assistance for development activity (\$72,140)
- Special Event Funding (\$25,000)
- Homeless effort support (\$25,000)
- Contract Mental Health Clinician (\$60,000)
- Abandoned RV Towing Program (\$20,000)
- Allocation for Enterprise System replacement project (\$230,000)
- Library Main Floor and Furnishing improvements (Measure J) (\$150,000)
- Library temporary staffing for Square One programs (Measure J) (\$8,000)

Internal Service Funds: \$1,778,505 in one-time allocations

- City facility repair projects (\$528,441)
- Allocation for Enterprise System Replacement (\$1,171,790)
- Replacement of SWAT protective equipment (\$43,274)
- Emergency Vehicle Operations training for Police Officers (\$35,000)

Enterprise Funds \$72,000 Water, \$516,960 Sewer, and \$25,000 Recreation

- One-time allocation for Enterprise System Replacement (\$100,000)
- Replacement of high use, outdated equipment (\$405,000 one-time, \$61,960 recurring)
- Additional state permit fees (\$10,000 recurring)
- Replacement of water monitoring software (\$12,000 recurring)
- Additional temporary staffing for recreation (\$25,000, offset by revenues)

Measure F: \$59,274 for one-time grant matching funds to replace Fire Department equipment.

Capital Budget Overview

A major component of the city's annual budget process is the update to the five-year Capital Improvement Program (CIP). Due to limited availability of discretionary funds, the City's CIP relies heavily on grant funding to supplement utility rates, development impact fees, transportation funding and local sales tax revenues. For FY2020-2021, the CIP proposes funding totaling \$33.3 million, as follows:

Project Category	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24
Fire	\$0	\$50,000	\$0	\$0	\$0
General	\$447,795	\$2,551,790	\$0	\$0	\$0
Library	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000
Park Facilities	\$2,288,450	\$1,668,417	\$15,000	\$15,000	\$15,000
Sewer	\$12,124,180	\$2,785,000	\$5,060,000	\$2,960,000	\$1,610,000
SLIF Infrastructure	\$6,533,000	\$2,070,000	\$0	\$0	\$0
Storm Drain	\$2,029,000	\$400,000	\$2,725,000	\$0	\$0
Transportation	\$12,859,938	\$17,730,000	\$6,890,000	\$6,555,000	\$3,905,000
Water	\$3,368,017	\$6,017,017	\$4,500,000	\$2,708,017	\$2,708,017
Grand Total	\$39,735,380	\$33,307,224	\$19,275,000	\$12,323,017	\$8,323,017

Selected Highlights of the proposed FY2020-2021 CIP Include:

Parks

- Sports Park Turf Replacement \$1.15 million

Transportation/Road Rehabilitation

- East Main Street Improvement Project \$1.8 million
- West Woodland Safe Routes to School \$1.3 million
- Gibson Road Bike/Mobility (East to West St) \$5.7 million
- West Gibson Road Rehab (West St to CR98) \$4.9 million

Utilities

- Water & Sewer Replacement (Gum & Marshall) \$4.6 million

Other

- Sports Park Drive Pedestrian Overcrossing \$2.15 million
- Enterprise System Replacement \$2.25 million

Highlights of Funding Support for Selected Strategic Initiatives

Public Safety

- Allocates \$1.4 million in Measure F funding for Fire and Police Staffing (increased from \$1.1 million)
- 4.0 Police Officers
 - Non-Sworn Staff Support (Records/Front Counter and Evidence)
 - Fire Chief
 - Fire Marshal
 - Provides One-Time Funds in support of Police equipment and training
- Provides Firefighter SAFER Grant matching funds for 3.0 Firefighters and plans to absorb full cost within the Five-Year Forecast.
- Provides one-time funds for the services of a mental health clinician to assist with the increasing workload of mental health related calls for service.

Homelessness

- Anticipates funding for:
 - Transitional Housing assistance
 - Public Safety / Public Health response
 - Other supplies and services as needed
 - Anticipates future funding needs in support of:
 - East Beamer Way Project, No Place Like Home
 - Leverage Outside Funding
 - Incorporates SB2 Grant funding
- Continues funding support for County Homeless Coordinator through cost-sharing with other partner agencies

Economic Development

- Supports staff position, temporary staff, and discretionary money for ED initiatives through Measure F
- Continued Implementation new General Plan Policies / Projects
- Zoning Update
 - Permit Streamlining
 - Business Research / Tech Park Project
 - Continue to Support Business Retention, Expansion, and Attraction
- Continues partnership with Chamber of Commerce and Greater Sacramento Area Economic Council

Infrastructure

- Supports FY2020-2021 Street Rehabilitation Project Work Plan:
- East Main Street Improvement Project
 - Gibson Road Rehabilitation – West St. to CR98
 - Gibson Road Bicycle/Pedestrian Project - East to West
 - Completes West Woodland Safe Routes to School (Court Street)
 - Funds Library Short-Term Capital Project (Main Floor)
- Funds replacement of the artificial turf at the Woodland Sports Park

Measure J / Youth Initiative – The budget provides ongoing funding support for programs established with the passage of Measure J through the voter-approved quarter-cent sales tax that generates roughly \$2.8 million per year. The proposed budget includes the following funding allocations:

	Budgeted FY 2019/20	Proposed FY 2020/21
Revenues		
MSJ Annual Revenue Projection	\$ 2,848,098	\$ 2,798,294
Expenditures		
Utility Assistance	\$ 270,710	\$ 250,000
General Recreation	576,365	483,769
Middle School Programs	225,800	221,942
Aquatics	270,803	270,803
Recreation Van	102,745	104,421
Summer Camp	164,377	157,856
Youth Advisory Committee & Academy	5,000	5,000
At-Potential Youth	317,032	316,032
Crime Prevention	134,443	126,927
GREAT Program (4th/7th Grades)	95,312	95,312
Library	568,111	614,044
Programming Subtotal	\$ 2,730,698	\$ 2,646,107
Unallocated	77,604	
Total Expenditures	\$ 2,808,302	\$ 2,646,107
Proposed Additions		
Graffiti Program: GF Transfer - Budget Balancing	\$	48,600
Library Square One Evening Hours	\$	8,000
Library Improvements	\$	150,000
Net Revenue/Expenditures	\$ 39,796	\$ (54,413)
Fund Balance	\$ 721,296	\$ 666,883

Looking Ahead

The Proposed FY2020-2021 Budget serves to establish recommended funding and staffing levels, consistent with Council priorities for the fiscal year beginning July 1, 2020. The recommendations included in this budget were informed by a nearly six month budget process that effectively commenced with the City Council Goal-Setting Retreat in January, followed by the Mid-Year Budget Update (February), followed by revised estimates related to the COVID-19 pandemic impacts on the budget, as discussed at the Spring Budget Workshop held in April.

As we prepare to transition to a new fiscal year, there are a number of issues on the horizon that will have a direct impact on the City's ability to sustain our current and proposed service levels and/or provide additional budget flexibility to advance specific priority needs not provided for in this budget proposal.

Ongoing Labor Negotiations

Management is presently in discussions with all of the city's eight employee bargaining groups to request concessions to assist with balancing the structural budget deficit. Two bargaining groups have memoranda of understanding (MOUs) that will expire June 30, 2021. While certain assumptions have been incorporated into the Adopted Budget relative to personnel costs for employees represented by these bargaining group, the terms of successor agreements may have a direct short-term and long-term budget implications.

CalPERS Pension Costs

The Proposed Budget for FY2020-2021 reflects the city's costs associated with employer contributions toward CalPERS pension obligations, as set by CalPERS for the coming fiscal year. The five-year forecast, typically assumes future contribution rates consistent with projected pension costs provided by CalPERS. However, given the economic impacts and investment market turmoil related to the COVID-19 pandemic, CalPERS is expected to fall well short of its investment return target of 7%. Staff has made assumptions about return shortfalls and the resultant impact of contribution rates in the financial forecast. In late July or early August we expect to receive updated CalPERS valuation reports that will establish the pension contribution levels for FY2021-2022 as well as updated five-year projections, and more definitive information about actual investment results for FY2019-2020. The upcoming valuation reports (and those to follow) are expected to continue to have a significant impact on the city budget.

Property and Sales Tax Revenue Updates

The City's General Fund relies heavily on revenues derived from property and sales taxes. The FY2020-2021 budget includes anticipated sales tax revenues developed in coordination with the City's tax revenue consultants based on economic indicators and includes preliminary estimates of the financial impacts of the COVID-19 pandemic. The budget assumes ongoing short-term growth in property tax revenues, consistent with the growth realized over the past few years; however, the updated five-year forecast assumes a slowing of our revenue growth rates in accordance with the unknown circumstances of today's economy. The City will receive its official assessed valuation of the property tax rolls in early July, soon after adoption of the FY2020-2021 budget, and will continue to receive quarterly updates of sales tax receipts and projections. In the short-run, actual property tax receipts are likely to be within the range of assumptions used in the development of the FY2020-2021 budget, and future forecast assumptions will be based upon updated information that becomes available. Staff will continue to monitor revenue receipts and other factors that could very well inform updated financial forecast assumptions over the five-year planning horizon, and the level of General Fund reserves continues to be sufficient to provide cushions in the event of moderate revenue fluctuations.

Conclusion

Prior to the public health crisis, the City's revenues had experienced strong growth, and prudent management of spending has allowed for healthy reserve balances. While the impact of the COVID-19 pandemic is unknown, long-term sustainability of the General Fund will continue to be challenged with limited revenue growth, and increasing labor and pension costs. Updates and refinements to the City's forecast may occur with more frequency as the actual impact of revenue losses and the timeframe for recovery become clearer. Federal and State relief funding related to the pandemic could also affect the City's financial forecast. To date, the City has not qualified for any of the federal relief packages, due to our population size, but staff will continue to research and advocate for assistance. It is the overall goal of the Proposed Budget and long-term financial plan of the City to ensure that the City of Woodland can continue to deliver quality programs and services, invest in the future of the community, while sustaining a fiscally prudent budgetary framework.

Conclusion:

Staff recommends that the City Council formally receive the City's fiscal year 2020/21 proposed budget

Prepared By: Kim McKinney, Finance Officer



Ken Hiatt
Interim City Manager

Attachments:

1. Proposed FY2020/21 Budget Document

BUDGET DOCUMENT FORTHCOMING