



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

August 18, 2020
6:00 PM

CITY COUNCIL

PLEASE NOTE: The August 18, 2020 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. 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.

If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom City Council meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) Leave a voice mail message at (530) 661-5900, press Option 1. 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; 3) If you are watching the live stream and wish to make a comment on an item as it is being heard, you 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.

Please click on link below to join the public comment portion of the meeting:
<https://zoom.us/j/99759026181>

Or Phone: US: +16699006833,,99759026181# or +13462487799,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 997 5902 6181

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Woodland Police Department SPIDR Tech Communication Technology

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the Woodland Police Department's effective use of SPIDR Tech communication technology to improve community engagement.

3. SUBJECT: Woodland Chamber of Commerce 2019/20 Annual Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation by Aniek Ramsay, President of the Woodland Chamber of Commerce regarding the 2019/29 Annual Report.

G. CONSENT CALENDAR

4. SUBJECT: City Council Meeting Minutes of July 7, 2020 and July 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 July 7, 2020 and July 21, 2020.

5. SUBJECT: Parks & Recreation Commission Meeting Minutes for June 22, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the June 22, 2020 Parks & Recreation Commission Meeting Minutes.

6. SUBJECT: Fire Department Quarterly Status Report for the period of April 2020 - June 2020

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

7. SUBJECT: Police Department Quarterly Status Report for the period of April 2020 through June 2020

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

8. SUBJECT: Manufactured Home Fair Practices Commission Annual Report for the 2019 program year

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2019 program year.

9. SUBJECT: 2019 Assistance to Firefighters Grant (AFG) Award Acceptance and Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to

1. accept the 2019 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel.

2. appropriate \$35,040 to the Other Federal Grants Fund (330) for the initial expenditure.

10. SUBJECT: Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement

RECOMMENDATION FOR ACTION: (1) Receive the Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement Report; (2) Adopt Resolution No. _____, authorizing the City Manager to execute a 2-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and conditions set forth by the contract approved by council September 1, 2009.

11. SUBJECT: Animal Services Contract - Fiscal Year 2020/21

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2019/20 Animal Services Agreement with the County of Yolo in the amount of \$738,530.

12. SUBJECT: Contract Amendment for Construction Management and Inspection Services for Improvements Associated with Pioneer/Parkland Ave. Widening and Hunt St. Improvements

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #2 for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$33,156.00 for the Pioneer/Parkland Ave. Widening and Hunt St. Improvements; and authorize the City Manager to execute the agreement.

13. SUBJECT: Plans and Specifications, and Bid Advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05.

14. SUBJECT: Approve Amendment #9 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #9 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

15. SUBJECT: Agreement between the Local Government Commission and the City of Woodland to implement a Community Rain Garden Demonstration Project at Crawford Park

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) authorizing staff to execute an Agreement with LGC to implement the Community Rain Garden Demonstration Project at Crawford Park that is substantially similar to the one attached to this Resolution and the accompanying staff report provided that LGC receives an extension of time through approximately September 2021 to ensure that the project can be completed and funds disbursed, and permitting the City Attorney to make clarifying and confirming changes provided that the dollar amount does not change, 2) authorizing appropriation of \$49,000 to the Fiscal Year 2020/2021 Sustainability Fund (365) budget and 3) appropriating the same \$49,000 to Capital Improvement Program (CIP) Project #21-11.

16. SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #13 with Wood Rodgers for Consulting Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #13 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$100,000.

17. SUBJECT: Cooperative Fuel Services Agreement with Interstate Oil

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to execute a cooperative Fuel Services Agreement with Interstate Oil for card-lock fuel services for a total Not To Exceed amount of \$1,200,000 through June 30, 2023.

18. SUBJECT: E. Main Street Improvement Project, CIP 13-05; Approve Consultant Services Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to (1) approve a Consultant services amendment for design services with Mark Thomas and Company, in the amount of \$43,929.00 for a total agreement amount of \$495,923.51, (2) authorize City Manager to execute the contract amendment with Mark Thomas and Company for the E. Main Street Improvement Project, CIP 13-05.

19. SUBJECT: Appropriate Funds from SLIF Parks & Recreation to CIP 19-11, Spring Lake Central Park, to Facilitate Park Property Purchase.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve the appropriation of \$500,000 from the SLIF Parks & Recreation (Fund 640) Fund to CIP 19-11, Spring Lake Central Park, for park property purchase.

20. SUBJECT: Award Construction Contract for the Woodland Sports Park Turf Replacement Project, CIP 19-19

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, making sole source findings in support of and awarding a Construction Contract to Sprinturf in the amount of \$2,146,872 for the Woodland Sports Park Turf Replacement Project, CIP 19-19 and authorize a contract contingency of 5% (\$107,340).

21. SUBJECT: Funding Agreement with the Yolo Wayfarer Center for Extended Shelter

RECOMMENDATION FOR ACTION: Staff recommends that the City Council Adopt Resolution No. _____, authorizing the City Manager to negotiate and execute an agreement with the Yolo Wayfarer Center for operation of the Extended Shelter at a monthly cost to the City of \$15,000 for the period of July 1, 2020 – December 31, 2020.

22. SUBJECT: Funding Adjustment for Community Development Block Grant Construction Activity

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a \$2,000 CDBG funding increase for Empower Yolo's Capital Project.

23. SUBJECT: Receive Fiscal Year 2020 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Fiscal Year 2020 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

24. SUBJECT: Landscape Maintenance Contract Amendments with Dominguez Landscape Services, Inc. and Figueroa Landscape Company

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ and Resolution No. _____, to ratify the second amendments to two City Landscape Maintenance contracts. The second amendment to the contract with Dominguez Landscape Services, Inc. is for the amount of \$670,968.88 per year, through June 30, 2022, for services in Zones 1 & 2. The second amendment to the contract with Figueroa Landscape Company is for the amount of \$294,168.16 per year, through June 30, 2022, for services in Zone 3.

25. SUBJECT: Contract Amendment with Laugenour & Meikle for the Emergency Shelter Project, CIP #20-12

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; (2) adopt Resolution No. _____ authorizing the City Manager to execute an amendment in the amount of \$10,000 to Laugenour and Meikle, Civil Engineers for Construction Administration services for the Emergency Shelter Project (CIP 20-12) and authorize a contract contingency of up to 5% (\$500) of the total contract amount.

H. REPORTS OF THE CITY MANAGER

26. SUBJECT: Modification of Suspension of Transient Occupancy Tax Payments

RECOMMENDATION FOR ACTION: Staff recommends the City Council waive first reading and read by title only an ordinance Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, August 18, 2020 was posted on Friday, August 14, 2020 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

A handwritten signature in black ink, appearing to read 'Ana B. Gonzalez', with a stylized flourish at the end.

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: August 18, 2020
ITEM #: E.1
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".

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar (8.14.20 kh edits) updated ag

UPDATED COUNCIL LONG RANGE CALENDAR

SEPTEMBER 1ST

REGULAR MEETING

City Council Meeting Minutes of August 18, 2020
Woodland Research & Tech Park – Specific Plan
Affordable Housing Agreement – Ashley and Main
Second Reading of Amendments to Ordinance Temporarily Deferring Transient Occupancy Tax
Apprenticeship/Workforce Development Programs
Prostate Cancer Awareness Month

SEPTEMBER 15TH

REGULAR MEETING

Public Works Quarterly Report
Youth Master Plan MOU
Conflict of Interest Code
Approve Appropriation of Funds to complete Parcelization of 1901 E. Beamer
Approve General Plan and Specific Plan Amendments and Tentative Map 3 – Parkside 3

Future Topics / Study Sessions:

October Comprehensive Zoning Update	November Flood Project Certification of Final EIR Homeless Shelter / NPLH Final Agreements
December Council Reorganization	TBD Beeghly Ranch R-15 – PH



TO: THE HONORABLE MAYOR AND CITY COUNCIL

AGENDA: City Council Regular Meeting

DATE: August 18, 2020

ITEM #: F.2

SUBJECT: Woodland Police Department on SPIDR Tech Communication Technology

Recommendation for Action: Staff recommends that the City Council receive a presentation on the Woodland Police Department's effective use of SPIDR Tech communication technology to improve community engagement.

Staff Contact

Anthony Cucchi, Deputy Chief, (530) 661-7816, anthony.cucchi@cityofwoodland.org

Fiscal Impact

There is no new fiscal impact. The annual maintenance cost of this technology (\$19,000) is already appropriated in the current budget.

Background

The Police Department launched SPIDR Tech in September of 2019 as a proactive expansion of the Department's community engagement efforts. SPIDR Tech is a technological platform that allows the Department to send automated messages to victims of crimes and 911 callers. It provides acknowledgement of calls, updates on delays in response, and relays to the caller important information including case numbers, names of officers handling the case, and useful electronic attachments with additional information to the case at hand. SPIDR Tech also sends surveys out to the community for valuable feedback on service metrics.

Surveys of the public can provide valuable information to police managers and law enforcement policy makers. The surveys are triggered by our Report Management System (RMS) and Computer-Aided Dispatch (CAD) data and ask the questions that matter most to the police department and the community. There are some types of information, such as citizen attitudes and service delivery that cannot be gathered in any other way. The Department continue to receive positive feedback from the community, specifically commending our efforts in communicating immediately and providing them with relevant information. SPIDR Tech proves to be an effective way to assure our community that we hear them.

Conclusion: Staff recommends that the City Council receive a presentation on the Woodland Police Department's effective use of SPIDR Tech communication technology to improve community engagement.

Prepared by: Anthony Cucchi, Deputy Chief

Approved by: Derrek Kaff, Police Chief

A handwritten signature in black ink, appearing to read "Ken Hiatt".
Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: F.3
SUBJECT: Woodland Chamber of Commerce 2019/20 Annual Report

Recommendation for Action: Staff recommends that the City Council receive a presentation by Aniek Ramsay, President of the Woodland Chamber of Commerce regarding the 2019/20 Annual Report.



Ken Hiatt
City Manager

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.4
SUBJECT: City Council Meeting Minutes of July 7, 2020 and July 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 July 7, 2020 and July 21, 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".

Ken Hiatt
City Manager

Attachments:

1. 07_07_2020 DRAFT MINUTES
2. 07_21_2020 DRAFT MINUTES

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, July 7, 2020

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The July 7, 2020 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. 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.

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**Please click on link below to join the public comment portion of the meeting:
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Or Phone: US: +16699006833,,99759026181# or +13462487799,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 997 5902 6181

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**

C. CALL TO ORDER

Meeting called to order at 6:04 PM.

D. ROLL CALL

All Council Members present via roll call vote.

Present: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Pro Tem Stallard.

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.

Emails received were read into the record.

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: Homeland Security Grant Award Amendment and Budget Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to:

1. Accept the amended Homeland Security Grant Award for EOC Equipment (\$17,779);
2. Appropriate an additional \$7,530 to the Other Federal Grants Fund (330) for the purchase of the additional awarded equipment.

Adopted RESOLUTION NO. 7502, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE ACCEPTANCE OF THE AMENDED HOMELAND SECURITY GRANT AWARD AND APPROPRIATION OF \$7,530 TO THE OTHER FEDERAL GRANTS FUND (330) FOR THE PURCHASE OF EOC EQUIPMENT.

4. SUBJECT: Consultant Services Agreement with West Yost Associates for Engineering Services, for the 2020 Urban Water Management Plan Update Project, CIP #21-04

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the consultant services agreement with West Yost Associates for the 2020 Urban Water Management Plan Update for an amount up to \$89,400.00

Adopted RESOLUTION NO. 7503, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH WEST YOST ASSOCIATES FOR PREPARATION OF 2020 URBAN WATER MANAGEMENT PLAN UPDATE, CIP #21-04.

5. SUBJECT: Approve Consultant Services Agreement with West Yost Associates for AWIA-Compliant Risk & Resiliency Assessment and Emergency Response Planning Consulting Services, CIP# 21-03.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute the consultant services agreement with West Yost Associates for the AWIA Risk & Resiliency Assessment and Emergency Response Plan Project for an amount up to \$123,148.

Adopted RESOLUTION NO. 7504, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH WEST YOST ASSOCIATES TO PREPARE AN AWIA-COMPLIANT RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN FOR THE CITY OF WOODLAND, CIP#21-03.

6. SUBJECT: Final Acceptance and Notice of Completion for Interstate 5/County Road 102 Interchange Landscaping Project, CIP 11-24

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the Interstate 5/County Road 102 Interchange Landscaping Project, CIP 11-24, as complete and authorizing the City Clerk to file a Notice of Completion.

Adopted RESOLUTION NO. 7505, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT THE INTERSTATE 5/COUNTY ROAD 102 INTERCHANGE LANDSCAPING PROJECT (CIP 11-24) CONSTRUCTION CONTRACT AS COMPLETE AND AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.

7. SUBJECT: Revisions to Community Services Officer Job Description

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the revisions to the Community Services Officer Job Description.

Approved the revisions to the Community Services Officer Job Description.

8. SUBJECT: Quarterly Salary Schedule

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the Quarterly Salary Schedule.

Approved the Quarterly Salary Schedule effective July 1, 2010.

9. SUBJECT: Special Assessment Tax Roll Collections

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

Adopted RESOLUTION NO. 7506, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REQUESTING COLLECTION OF CHARGES ON TAX ROLL.

10. SUBJECT: Third Contract Amendment to Consultant Agreement for Professional Services for Building Division Plan Review and Building Inspection Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, amending the contract services agreement with Interwest Consulting Group for Building Division Plan Review and Building Inspection Services in the additional amount of \$180,000 for a total agreement amount of \$710,000, and extending the term of the agreement through June 30, 2021.

Adopted RESOLUTION NO. 7507, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE THIRD AMENDMENT TO AN AGREEMENT WITH INTERWEST CONSULTING GROUP FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES.

11. SUBJECT: Budget Appropriation Request: Walmart Foundation Grant Award

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$1,000 to the General Fund Fire Department operations budget.

Adopted RESOLUTION NO. 7508, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$1,000 TO THE FY21 WOODLAND FIRE DEPARTMENT BUDGET.

12. SUBJECT: Approval of Contract with the Yolo Food Bank to Supply Food for Individuals Sheltered through Project Roomkey

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a contract with the Yolo Food Bank in an amount not-to-exceed \$14,000 for food supply services to assist Woodland individuals sheltered through Project Roomkey.

Adopted RESOLUTION NO. 7509, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONTRACT WITH THE YOLO FOOD BANK TO SUPPLY FOOD FOR INDIVIDUALS SHELTERED THROUGH PROJECT ROOMKEY.

13. SUBJECT: Investment Policy Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the updated Investment Policy for the City of Woodland.

This item was pulled from the Consent Calendar by Mayor Lansburgh for further discussion. Mayor Lansburgh requested that Council have an input on the Investment Policy which would include some language for social responsibility investing and looking at local investment models. Mayor Pro Tem Stallard also suggested investing locally to aid and assist community projects either by Council presentation or Council workshop. Other cities are investing locally for the betterment of communities. Refer to staff and come back at some other time with suggestion for consideration of potential adoption.

On a motion by Mayor Pro Tem Stallard, seconded by Council Member Barajas, and carried on a 4-0 roll call vote, Council Members approved the suggested recommendation regarding the Investment Policy for the City of Woodland.

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSTAIN: None

ABSENT: Fernandez

14. SUBJECT: Extension of Professional Services Agreement with Joan Planell for Homeless Consultation Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to Execute Amendment #7 to the professional services agreement with Joan Planell for homeless consultation services to extend the agreement through September 30, 2020.

ADOPTED RESOLUTION NO. 7510, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT #7 TO THE PROFESSIONAL SERVICES AGREEMENT WITH JOAN PLANELL FOR HOMELESS CONSULTATION SERVICES.

15. SUBJECT: City Hall Roof Underlayment Replacement Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council Adopt Resolution No. _____, to approve the City Hall Roof Underlayment Replacement Project ("Project") budget in the amount of \$250,000.

Adopted RESOLUTION NO. 7511, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND FOR THE APPROVAL OF THE CITY HALL ROOF UNDERLAYMENT REPLACEMENT.

16. SUBJECT: Memorandum of Agreement Side Letters of Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Side Letters of Agreement with the Woodland Police Officer's Association, Woodland City Employees Association, Woodland Police Supervisor's Association, Woodland Police Mid Management Association, and Confidential Employees...

Approved Side Letters of Agreement with the Woodland Police Officer's Association, Woodland City Employees Association, Woodland Police Supervisor's Association, Woodland Police Mid Management Association, and Confidential Employees.

I. PUBLIC HEARINGS

17. SUBJECT: PUBLIC HEARING - Epic Bros Enterprises, Inc., Expansion of Commercial Cannabis Manufacturing Facility. A proposed Conditional Use Permit amendment to allow expansion of a non-volatile cannabis manufacturing facility located at 1230 Harter Avenue, Suite J to include Suite H.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council: 1) Receive the staff report; 2) Conduct a public hearing; 3) Find that the project is exempt from further environmental review pursuant to Class 1 and Class 32 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the exemptions reflect the independent judgement of the City as lead agency under CEQA; and 4) Approve City Council Resolution No. 20- ____ approving a Conditional Use Permit Amendment to allow the expansion of a commercial cannabis non-volatile, manufacturing facility at 1230 Harter Avenue, Suite J to include Suite H, with recommended conditions of approval; 5) Approve City Council Resolution No. 20-____ authorizing the City Manager to approve an amendment to the final Operating Agreement to include 1230 Harter Avenue, Suite J and Suite H.

On a motion by Council Member Barajas, seconded by Mayor Lansburgh and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7512, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONDITIONAL USE PERMIT FOR THE EXPANSION OF A CANNABIS MANUFACTURING BUSINESS LOCATED AT 1230 HARTER AVENUE, SUITE J AND SUITE H and RESOLUTION NO. 7513, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPERATING AGREEMENT MODIFICATION WITH EPIC BROS ENTERPRISES, INC., FOR A CANNABIS MANUFACTURING BUSINESS LOCATED AT 1230 HARTER AVENUE, SUITE J AND SUITE H.

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSTAIN: None

ABSENT: Fernandez

18. SUBJECT: PUBLIC HEARING - Woodland Storage CUP

RECOMMENDATION FOR ACTION: Staff recommends that the City Council 1) receive a report; 2) hold a public hearing; and 3) adopt Resolution No. _____, approving a Mitigated Negative Declaration , 4) adopt Resolution No. _____, approving a Conditional Use Permit for Woodland Storage with associated lot line adjustment; and 5) adopt Resolution No. _____, approving an Operating Agreement; and 6) adopt Resolution No. _____, approving right-of-way/easement Summary Vacation, to allow for the development of a self-storage facility at 1434 East Main Street.

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 RESOLUTION NO. 7514, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PLAN FOR THE WOODLAND STORAGE PROJECT LOCATED AT 1434 EAST MAIN STREET (APN 066-030-019, -021, & -033).

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSTAIN: None

ABSENT: Fernandez

On a motion by Council Member Rodriguez, seconded by Council Member Barajas and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7515, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONDITIONAL USE PERMIT FOR THE WOODLAND SELF-STORAGE PROJECT AND ASSOCIATED LOT LINE ADJUSTMENT, LOCATED AT 1434 EAST .

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSTAIN: None

ABSENT: Fernandez

On a motion by Council Member Rodriguez, seconded by Mayor Pro Tem Stallard and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7516, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN OPERATING AGREEMENT WITH E KRONICK 2012 GST TRUST, FOR A SELF-STORAGE BUSINESS LOCATED AT 1434 EAST MAIN STREET.

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSTAIN: None

ABSENT: Fernandez

On a motion by Council Member Barajas, seconded by Council Member Rodriguez and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7517, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND SUMMARILY VACATING AN UNUSED PORTION OF PUBLIC RIGHT-OF-WAY OFF MATMOR ROAD, SUMMARILY VACATING A PORTION OF A ROAD EASEMENT ALONG APN 066-030-

19. SUBJECT: PUBLIC HEARING - Adoption of Amendments to the Community Development Block Grant Citizen Participation Plan and Fiscal Year 2019/20 CDBG Action Plan

RECOMMENDATION: Staff recommends that the City Council take the following actions: 1) Hold a public hearing to receive community input on the proposed amendments to the City's Community Development Block Grant Public Participation Plan and the FY 2019/20 CDBG Action Plan; 2) Adopt Resolution No. approving an amendment to the City's Citizen Participation Plan and Amendment #1 to the FY 2019/20 CDBG Action Plan with the funding allocation recommended by staff; 3) Direct staff to complete the necessary paperwork to process Amendment #1 to the FY 2019/20 Action Plan, as well as any other related documents required by the U.S. Department of Housing and Urban Development (HUD), incorporating the adopted funding allocation along with any public input received during the public comment period and tonight's public hearing; 4) Direct staff to forward the completed Amendment #1 to the FY 2019/20 Action Plan and related documents to HUD once completed; 5) Authorize the City Manager to execute any agreements, contracts or related/required documents with the appropriate entities to carry out the CDBG funding activities; and 6) Authorize the Finance Officer to make the budget allocation as specified.

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 RESOLUTION NO. 7518, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT CITIZEN PARTICIPATION PLAN AND AMENDMENT #1 TO THE FISCAL YEAR 2019/20 CDBG ACTION PLAN.

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSTAIN: None

ABSENT: Fernandez

J. REPORTS OF THE CITY MANAGER

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

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

Received an update on COVID-19 from Interim City Manager Ken Hiatt and discussed next steps.

21. SUBJECT: Award Commercial Modular Trailer Contracts for the Emergency Shelter Project, CIP #20-12

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the

following actions. 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; 2) Adopt Resolution No. authorizing the City Manager to negotiate and award a vendor contract in the amount of \$210,000 to AMS Global, Inc. for the purchase of three commercial modular trailers (restrooms, showers, and laundry) for the Emergency Shelter Project (CIP 20-12) and authorize a contract contingency of up to 5% (\$10,500) of the total contract amount; and 3) Adopt Resolution No. authorizing the City Manager to negotiate and award a vendor contract in the amount of \$97,200 to U.S. Mobile Kitchens for the purchase of one commercial modular trailer (mobile kitchen) for the Emergency Shelter Project (CIP 20-12) and authorize a contract contingency of up to 5% (\$4,860) of the total contract amount.

On a motion by Council Member Rodriguez, seconded by Mayor Pro Tem Stallard and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7519, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE AWARD OF A VENDOR CONTRACT TO AMS GLOBAL, INC. FOR THE EMERGENCY SHELTER PROJECT, CIP #20-12 and RESOLUTION NO. 7520, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE AWARD OF A VENDOR CONTRACT TO U.S. MOBILE KITCHENS FOR THE EMERGENCY SHELTER PROJECT, CIP #20-12.

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSTAIN: None

ABSENT: Fernandez

22. SUBJECT: Traffic Calming Program Update

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

1. Receive an update on the Traffic Calming Program and pilot projects installed in 2019; and
2. Adopt Resolution No. _____, approving the updated Traffic Calming Warrants and Program Outline and direct staff to proceed with implementation of the Program under the new program guidelines.

On a motion by Council Member Barajas, seconded by Mayor Pro Tem Stallard and carried on a 4-0 roll call vote, Council Members adopted RESOLUTION NO. 7521, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE TRAFFIC CALMING PROGRAM OVERVIEW, WARRANTS AND PROCESS OUTLINE.

AYES: Barajas, Lansburgh, Rodriguez and Stallard

NOES: None

ABSTAIN: None

ABSENT: Fernandez

K. ADJOURN

Meeting adjourned at 08:17 PM in memory of Private First Class Vanessa Guillen.

Respectfully submitted,

**Ana B. Gonzalez
City Clerk**

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, July 21, 2020

6:00 PM

City Council

CITY COUNCIL

PLEASE NOTE: The July 21, 2020 Woodland City Council will be conducted pursuant to the Governor's Executive Order N-29-20.

The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. 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.

If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom City Council meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) Leave a voice mail message at (530) 661-5900, press Option 1. 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; 3) If you are watching the live stream and wish to make a comment on an item as it is being heard, you 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.

**Please click on link below to join the public comment portion of the meeting:
<https://zoom.us/j/99759026181>**

Or Phone: US: +16699006833,,99759026181# or +13462487799,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Meeting ID: 997 5902 6181

CLOSED SESSION

5:15 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. PUBLIC EMPLOYEE APPOINTMENT (Government Code § 54957(b)(1))
Title: City Manager

2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Attorney
Unrepresented employee: City Manager
3. 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): Woodland Professional Firefighters' Association, Fire Mid-Management Employees, Mid-Management Unit Employees

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 6:00 PM.

D. ROLL CALL

All Council Members present via roll call vote.

Present: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Rodriguez.

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.

Public Comments received by Deberah Bernstein, James Glica-Hernandez and Magda Padilla.

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.

4. SUBJECT: Long Range Calendar

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

H. PRESENTATIONS

5. SUBJECT: Information Technology Presentation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation on the City's Information Technology Division and current and future projects to improve the quality, efficiency, reliability of city services.

Received a presentation from Scott Sawin, IT Manager regarding the City's Information Technology Division and current and future projects to improve the quality, efficiency, reliability of city services.

I. CONSENT CALENDAR

6. SUBJECT: City Council Meeting Minutes of June 2, 2020 and June 16, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 2, 2020 and June 16, 2020.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of June 2, 2020 and the corrected minutes of June 16, 2020.

7. SUBJECT: Parks & Recreation Commission Meeting Minutes for February 24, 2020

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the February 24, 2020 Parks & Recreation Commission Meeting Minutes.

Received the February 24, 2020 Parks & Recreation Commission Meeting Minutes.

8. SUBJECT: Americans with Disabilities Act Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation Commemorating the 30th Anniversary of the Americans with Disabilities Act of 1990.

Adopted a Proclamation Commemorating the 30th Anniversary of the Americans with Disabilities Act of 1990.

9. SUBJECT: City Manager Employment Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the City Manager's Employment Agreement

Adopted RESOLUTION NO. 7522, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN EMPLOYMENT AGREEMENT WITH KEN HIATT FOR THE POSITION OF CITY MANAGER.

10. SUBJECT: Memorandum of Understanding Side Letter of Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Side Letter of Agreement with the Woodland Mid Management Association.

Approved Side Letter of Agreement with the Woodland Mid Management Association.

11. SUBJECT: Professional Services Contract Amendments for the North Regional Pond and Pump Station Project (NRP&PS), CIP 17-21.

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to approve the following contract amendments related to the City's NRP&PS Project, CIP 17-21; 1) Approve a professional services contract amendment in the amount not-to-exceed \$104,132 with West Yost Associates (WY) for additional design services and support during construction; 2) Approve a professional services contract amendment in the amount not-to-exceed \$78,891 with WSP for additional construction management and inspection services; and 3) Approve a professional services contract amendment with Environmental Science Associates (ESA) in the amount not-to-exceed \$18,340 for additional environmental services during construction.

Adopted RESOLUTION NO. 7523, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING PROFESSIONAL SERVICES CONTRACT AMENDMENTS FOR THE NORTH REGIONAL POND AND PUMP STATION (NRP&PS) PROJECT, CIP 17-21.

12. SUBJECT: Memorandum of Understanding between the City of Davis and the City of Woodland and Authorizing Appropriation of Funds to the Environmental Compliance Fund to Implement the Electrify Yolo Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving a Memorandum of Understanding (MOU) between the City of Davis and the City of Woodland and authorizing appropriation of funds to the Environmental Compliance Fund (365) to implement the Electrify Yolo Project.

Adopted RESOLUTION NO. 7524, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DAVIS AND THE CITY OF WOODLAND AND AUTHORIZING APPROPRIATION OF FUNDS TO THE ENVIRONMENTAL COMPLIANCE FUND TO IMPLEMENT THE ELECTRIFY YOLO PROJECT.

13. SUBJECT: California Department of Resources Recycling and Recovery (CalRecycle) Payment Program Applications

RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. _____, authorizing staff to submit applications to the California Department of Resources Recycling and Recovery (CalRecycle) for any payment programs for which the City is eligible and authorizing the Director or Deputy Director of Community Development, or his/her designee, to execute CalRecycle grant or payment program documents on behalf of the City.

Adopted RESOLUTION NO. 7525, A RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS TO THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE).

14. SUBJECT: Final Acceptance and Notice of Completion for the Spring Lake Specific Plan Backbone Infrastructure Projects Entitled Parkland/Pioneer Avenue Widening Improvements, Hunt Street Improvements, and Gateway Monuments at Parkland/Pioneer Avenue

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, accepting the public improvements associated with Spring Lake Specific Plan Improvement Plan Sets listed below, completed by Woodland Parcel Four, L.P., a California Limited Partnership, as complete and authorize the City Clerk to file a Notice of Completion 1) Parkland/Pioneer Avenue Widening Improvements (Heritage Parkway to Farmers Central Road) – Civil & Landscape Improvements; and 2) Hunt Street Improvements (Diggs Street to Heritage Parkway) – Civil & Landscape Improvements; and 3) Gateway Monuments at Parkland/Pioneer Avenue – Landscape Improvements.

**Adopted RESOLUTION NO. 7526, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
ACCEPTING PUBLIC IMPROVEMENTS FOR SPRING LAKE SPECIFIC PLAN
BACKBONE INFRASTRUCTURE PROJECTS ENTITLED PARKLAND/PIONEER AVENUE
WIDENING IMPROVEMENTS, HUNT STREET IMPROVEMENTS, AND GATEWAY
MONUMENTS AT PARKLAND/PIONEER AVENUE.**

15. SUBJECT: Acquisition of Turf Material for the Woodland Sports Park Turf Replacement Project, CIP 19-19

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, awarding a contract to and authorizing the City Manager to execute a Goods Purchasing Agreement with Sprinturf, LLC in the amount of \$892,900 for turf material for the Woodland Sports Park Turf Replacement Project, CIP 19-19.

Adopted RESOLUTION NO. 7527, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, AWARDING A CONTRACT TO AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS PURCHASE AGREEMENT WITH SPRINTURF, LLC FOR THE WOODLAND SPORTS PARK TURF REPLACEMENT PROJECT, CIP 19-19.

16. SUBJECT: Grant Application for Permanent Local Housing Allocation Program

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 the submittal of a grant application through the State's Permanent Local Housing Allocation Program to fund affordable housing efforts and homeless-related initiatives.

Determined 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 adopted Resolution No.7528, approving the submittal of a grant application through the State's Permanent Local Housing Allocation Program to fund affordable housing efforts and homeless-related initiatives.

On a motion by Council Member Stallard, seconded by Council Member Barajas and carried unanimously on a 5-0 roll call vote, Council Members adopted Consent Calendar Items No. 6 through 16, which included corrected City Council Minutes of June 16, 2020.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: N

J. PUBLIC HEARINGS

17. SUBJECT: PUBLIC HEARING - Waste Management Liens

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

On a motion by Mayor Pro Tem Stallard, seconded by Council Member Rodriguez and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7529, A RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL related to Waste Management Liens.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard

NOES: None

18. SUBJECT: PUBLIC HEARING - Weed Abatement Program Parcels not in Compliance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) conduct a public hearing and (2) adopt Resolution No. _____, to hear and approve the list of parcels that were out of compliance for weed abatement requirements for the year 2019 and direct the Tax Collector of Yolo County to assess liens against real property to reimburse the City of the cost of removal of weeds, refuse, and dirt from the property.

On a motion by Council Member Barajas, seconded by Council Member Rodriguez and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7530, A Resolution Requesting Collection of Charges on Tax Roll related to Weed Abatement Liens.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
NOES: None

K. REPORTS OF THE CITY MANAGER

19. SUBJECT: COVID-19 Waiver of Fire Inspection Permit Fees

RECOMMENDED FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, temporarily suspending Business Inspection Fees charged by the City of Woodland Fire Department on Businesses Financially affected by COVID-19.

On a motion by Council Member Fernandez, seconded by Council Member Barajas and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7531, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TEMPORARILY SUSPENDING BUSINESS INSPECTION FEES CHARGED BY THE CITY OF WOODLAND FIRE DEPARTMENT ON BUSINESSES FINANCIALLY AFFECTED BY COVID-19.

AYES: Barajas, Fernandez, Lansburgh, Rodriguez and Stallard
NOES: None

L. ADJOURN

Meeting adjourned at 7:49 PM in memory of Civil Rights icon Congressman John Lewis.

Respectfully submitted,

Ana B. Gonzalez
City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.5
SUBJECT: Parks & Recreation Commission Meeting Minutes for June 22, 2020

Recommendation for Action: Staff recommends that the City Council receive the June 22, 2020 Parks & Recreation Commission Meeting Minutes.

Staff Contact:

Kris Bain, Community Services Program Manager, (530) 661-2002, krista.bain@cityofwoodland.org

Discussion:

The Parks & Recreation Commission held their last meeting on July 27, 2020. At this meeting the Parks & Recreation Commission approved the minutes from June 22, 2020.

Conclusion:

Staff recommends that the City Council receive the June 22, 2020 Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

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

Ken Hiatt
City Manager

Attachments:

1. PR Commission Minutes 062220

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission –

Monday, June 22, 2020

6:30 PM

A. PLEASE NOTE: The June 22, 2020 Parks & Recreation Commission will be conducted pursuant to the Governor's Executive Order N-29-20. The meeting will be held via teleconference and Council members and the public will participate via teleconference. Those locations are not listed on the agenda and are not accessible to the public. 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. If you wish to make a comment during general Public Comment or on a specific agenda item, there are three (3) ways to do that. 1) Join the Zoom City Council meeting remotely by either logging onto the Zoom link located on the meeting agenda (please download the app to your computer or mobile device) and enter the Meeting ID or by calling a listed number and enter the Meeting ID; 2) If you are watching the live stream and wish to make a comment on an item as it is being heard, you may submit an email to Krista Bain at krista.bain@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.

<https://us02web.zoom.us/j/85268069573?pwd=eWxVVzhLYytuZzNpWTF0ekMyR0thdz09> Meeting ID: 852 6806 9573 Password: 692926 One tap mobile +16699006833,,85268069573#,,,,0#,,692926# US (San Jose) +13462487799,,85268069573#,,,,0#,,692926# US (Houston) Dial by your location +1 669 900 6833 US (San Jose) +1 346 248 7799 US (Houston) +1 253 215 8782 US (Tacoma) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) +1 301 715 8592 US (Germantown) Meeting ID: 852 6806 9573 Password: 692926 Find your local number: <https://us02web.zoom.us/j/85268069573?pwd=eWxVVzhLYytuZzNpWTF0ekMyR0thdz09>

B. CALL TO ORDER

Meeting called to order at 06:30 PM

C. ROLL CALL

Commission Members Present: Commissioner Andrew Foraker, Vice-Chairperson Jon-Paul Valcarengi, Chairperson Carla White-Snyder, Commissioner Rashid Ali
Absent: Commissioner Magalean Martin

D. PLEDGE OF ALLEGIANCE

Pledge of Allegiance

E. COMMUNICATIONS - PUBLIC COMMENT

None

F. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

Discussion

G. PRESENTATION

None

H. COMMITTEE REPORTS

2. Standing Committee Report

- Facilities Committee
- Program & Department Evaluation
- Budget & Finance Committee
- Urban Forest Committee
- Volunteerism Committee

Verbal updates provided by Commission Members.

Facility Committee discussed the turf replacement project at the Sports Park.

No updates for other committees.

I. CONSENT CALENDAR

3. Approve Minutes for February 24, 2020

On a motion by Vice-Chairperson Jon-Paul Valcarenghi, seconded by Commissioner Andrew Foraker and carried unanimously, to Approve Minutes for February 24, 2020.

Ayes: Commissioner Andrew Foraker, Vice-Chairperson Jon-Paul Valcarenghi, Chairperson Carla White-Snyder

Noes: None

Absent: Commissioner Magalean Martin

J. OTHER BUSINESS

4. Commission Absence Requests

No requests at this meeting.

5. Election of Officers

Item Tabled

K. REPORT OF THE STAFF

6. Community Services Staff Report for June 22, 2020

Verbal updates provided by Staff.

L. NEXT MEETING

July 27, 2020

M. ADJOURN

On a motion by Vice-Chairperson Jon-Paul Valcarenghi, seconded by Commissioner Rashid Ali and carried unanimously,

Ayes: None

Noes: None

Absent: Commissioner Magalean Martin



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.6
SUBJECT: Fire Department Quarterly Status Report for the period of April 2020 - June 2020

Recommendation for Action: Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2020 through June 2020.

Staff Contact:

Eric Zane, Fire Chief - 661-5861 eric.zane@cityofwoodland.org

Background:

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

Conclusion:

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2020 through June 2020.

Prepared By: Jeran Ulrich, Management Analyst

Reviewed By: Eric Zane, Fire Chief

Ken Hiatt
City Manager

Attachments:

1. Qrtly Report- Apr-Jun 2020



QUARTERLY REPORT

APRIL 1-JUNE 30, 2020

Total Calls for Service

1,879

Average Response Time

5:13

Total Inspections Completed

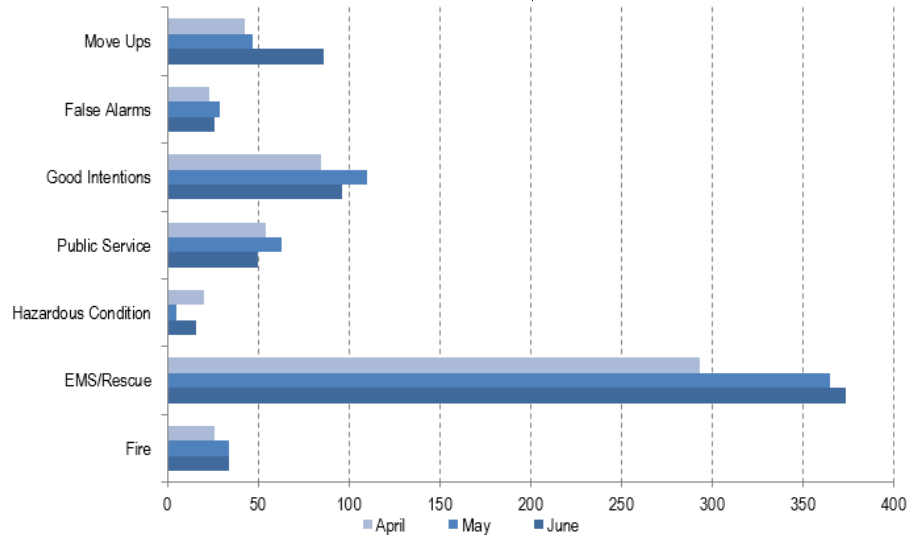
370

Public Outreach

Our top priority is the safety of our community members, so in order to maintain our social distance during the COVID19 pandemic, we have gotten a little more creative in the ways we interact with the public. One of these ways is participating in drive-by birthday parades. We have also enhanced our social media interaction via frequently updated information regarding City response and COVID19 information.

What types of calls did we run?

Calls for Service Apr-Jun 2020



*When two or three (dependent on area) engine/truck companies are committed to calls simultaneously, the remaining engine/truck companies move strategically into the vacated area(s) to ensure adequate coverage based upon the number of available apparatus. This practice is called a "move up".

STRUCTURE FIRE

90%

Goal:
4 minutes 90% of the time
Average: 3:54

FIRE- OTHER

55%

Goal:
4 minutes 90% of the time
Average: 5:58

FULL FIRST ALARM

86%

Goal:
4 minutes 90% of the time
Average: 7:51

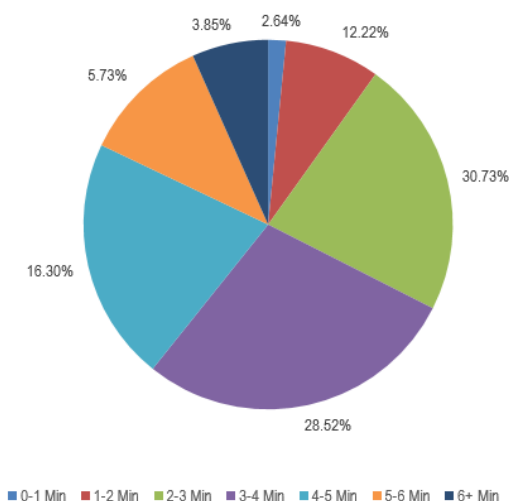
EMS

64%

Goal:
4 minutes 90% of the time
Average: 5:21

Priority Calls

Travel Time Goal of 4 Minutes or Less
90% of the Time



COMMUNITY RISK REDUCTION

Community Risk Reduction (CRR) is a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources (emergency response and prevention) to reduce their occurrence and impact.



Code Enforcement Hours

29



Public Education Events

Suspended due to COVID19



Fire Investigations Conducted

51



Emergency Management Hours

208

Inspection & Plan Review

April-June 2020



Engine Company Inspections

Inspections

Construction Inspections

Plan Reviews

Please note: only mandatory inspections were completed due to COVID19, resulting in fewer completed inspections this quarter.

Automatic or Mutual Aid

Aid Received

58

Aid Given

43

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.7
SUBJECT: Police Department Quarterly Status Report for the period of April 2020 through June 2020

Recommendation for Action: Staff recommends that the City Council accept the Police Department Quarterly Status Report for the period of April 2020 through June 2020.

Staff Contact:

Derrek Kaff, Chief of Police, 530-661-7865, Derrek.Kaff@cityofwoodland.org

Background:

The Police Department Quarterly Status Report includes a summary of all activity within the Department. In lieu of providing a comprehensive monthly status report to the City Council and department heads via e-mail communication, the City Council will now be receiving Status Reports on a quarterly basis via agenda packet.

Conclusion:

Staff recommends that the City Council accept the Police Department Quarterly Status Report for the period of April 2020 through June 2020.

Prepared By: Trista Kennedy, Executive Assistant

Reviewed By: Derrek Kaff, Chief of Police



Ken Hiatt
City Manager

Attachments:

1. Police Department Qtrly. Report - Apr. - Jun. 2020

WOODLAND POLICE DEPARTMENT

QUARTERLY REPORT

APRIL - JUNE 2020



PRESENTED BY
CHIEF DERREK KAFF

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

OFFICE OF THE CHIEF

APRIL - JUNE 2020

PERSONNEL	BUDGETED	FILLED
Sworn	68	68
Non-Sworn (FTE)	16	15
Non-Sworn (PT / Temp.)	7	6
Total	91	89



PATROL BUREAU

The backbone of any police organization is its Patrol Bureau. Patrol provides quality law enforcement services to our community 24 hours every day, 365 days per year.

During the 2nd quarter, the Police Department had two recruits graduate from the police academy on June 18, 2020. After graduation they began their twenty-week Field Training Program. Also during the 2nd quarter, the Woodland Police Department had three other officers complete the Field Training Program (FTO). Each of these new officers filled existing vacancies, including one caused by the retirement of Officer Darryl Moore.

CRIME

CATEGORY	APRIL	MAY	JUNE	2ND QTR. TOTAL	PREVIOUS QTR. TOTAL	2020 YTD
Homicide	0	0	0	0	1	1
Rape	0	0	2	2	3	5
Robbery	4	6	6	16	8	24
Aggravated Assaults	12	13	13	38	43	81
Simple Assaults	43	36	42	121	92	213
Burglary	18	18	34	70	44	114
Larceny/ Thefts	83	97	95	275	238	513
Motor Vehicle Theft	16	21	9	46	50	96
Arson	3	4	5	12	8	20
TOTAL	179	195	206	580	486	1,067

During this quarter, the police department made approximately 657 total adult arrests. Of the 657 arrests, 31.5% of the persons arrested reported they were transients.

REPORTS

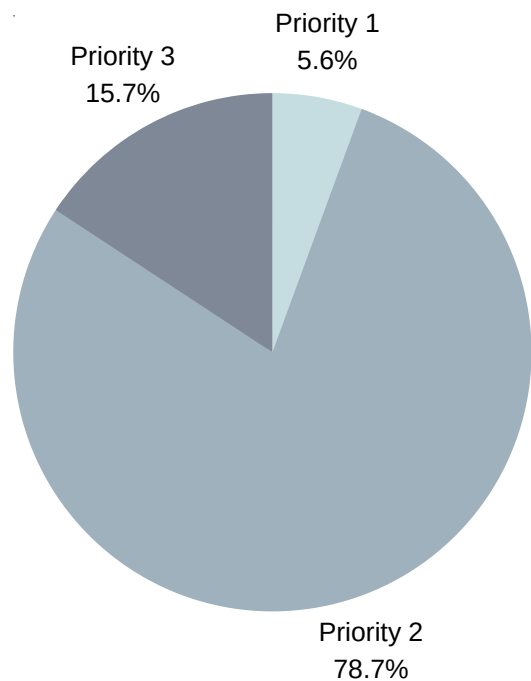
	APRIL	MAY	JUNE	2ND QTR. TOTAL	PREVIOUS QTR. TOTAL
Incident Reports (includes online reports)	473	533	538	1,544	1,366
Main-in Reports (MLRs)	67	72	64	203	149
TOTAL	540	605	602	1,747	1,515

PATROL BUREAU

RESPONSE TIMES

	APRIL	MAY	JUNE	2ND QTR. TOTAL	PREVIOUS QTR. AVERAGE
Priority 1	8:04	7:38	9:06	8:16	8:46
Priority 2	12:12	13:15	12:58	12:48	12:55
Priority 3	16:07	15:44	18:46	16:52	19:19

2ND QUARTER CALLS FOR SERVICE PRIORITIES



WORK LOAD

CALLS FOR SERVICE	APRIL	MAY	JUNE	TOTAL	PREVIOUS QTR. AVERAGE
Priority 1	78	85	83	246	236
Priority 2	1,186	1,107	1,163	3,456	3,303
Priority 3	207	260	225	692	738
All other calls for service	3,458	4,288	4,180	11,926	11,387
TOTAL	4,929	5,740	5,651	16,320	15,664

PATROL BUREAU



INVESTIGATIONS BUREAU

The Investigations Bureau conducts follow-up criminal investigations on all felony and select misdemeanor crimes reported to the Police Department. Typically, a uniformed police officer responds to a call for service and prepares a police report which may require follow-up investigation. A Police Investigator is then assigned to conduct the follow-up, often requiring many hours of investigation before an arrest is made or a case is closed.



INVESTIGATIONS BUREAU

290 REGISTRANT ACTIVITY

	APRIL	MAY	JUNE
TOTAL REGISTRANTS	153	145	138
Total transient registrants	30	27	24
290 PC violation warrants issued	0	0	0
Not in compliance with annual update	0	0	0

290 REGISTRANTS



PROPERTY AND EVIDENCE

	APR.-JUN. 2020	PREVIOUS QTR. TOTAL
Evidence Processed	1,505	1,577
Items Purged	722	1,207
Property for Safekeeping	109	132
Found Property	58	81
Property Returned to Owner	82	149

INVESTIGATIONS BUREAU

GANG TASK FORCE

The Gang Task Force (GTF) worked closely with the California Department of Justice on a wire-tap operation. The operation was very detailed and time consuming and targeted gang violence within the City of Woodland. The preparation took one month and the operation itself took two months. During this operation numerous search warrants and reports were written, several gang members were arrested, several handguns were recovered, illegal drugs were confiscated and additional information concerning several cases was obtained. The GTF continues to thoroughly investigate these cases including two homicides. GTF Detectives have been working closely with the Yolo County DA's Office on these cases and have recently made two arrests for an attempted murder, which occurred in September 2019. The detectives assigned to Gang Task Force have been working hard to update gang intelligence, gather information and prepare cases for prosecution. This includes putting together detailed Gang Files for individuals arrested and charged with gang crimes. GTF has assisted several agencies on some of their cases with ties to Woodland, including Sacramento PD, Yolo DA's Office and Yolo County Sheriff's Office. We now have a full time Yolo County Sheriff's Deputy on our team as well as a part time Yolo County Probation Officer.

YOUTH GANG REDUCTION, INTERVENTION & PREVENTION (YGRIP)

YGRIP Steering Committee has reconvened over the past two months with in person and Zoom meetings due to the COVID pandemic. Steering Committee Members have been working with the Police Chief and City Manager on a revision to the YGRIP Steering Committee, Operational Team and overall city approach to reducing gang violence.

COMMUNITY RELATIONS BUREAU

The Community Relations Bureau is also responsible for all community outreach events, training, and media relations.

SCHOOL RESOURCE OFFICERS (SRO)

There are three School Resource Officers (SROs) assigned to schools within the Woodland Joint Unified School District. They are responsible for all calls and incidents involving students while on school grounds. While responsible for typical calls for service at the campus, the SROs provide a much greater service.

Due to the COVID-19 shutdown, the SRO's have been reassigned to Patrol or the Gang Task Force. The SRO's continued to assist the school district by conducting several student home visits, investigated a revenge pornography case, investigated a student generated social media problem, and attended a drive through graduation.

GANG RESISTANCE EDUCATION AND TRAINING (G.R.E.A.T.) PROGRAM

The GREAT Program continues to run two sessions per school year at both the 7th and 4th grade level. GREAT has been postponed during the quarter due to the COVID Pandemic. The GREAT Instructors are working on a virtual plan for continuing the program during the 2020-2021 school year.

VOLUNTEERS IN POLICING PROGRAM

The Department's ViP program consists of 41 Volunteers and 7 Chaplains. The ViPs and Chaplains contributed 225.82 hours for the 2nd quarter for a total of 793.19 hours for 2020.

VIP HOURS	APRIL	MAY	JUNE	TOTAL
Chaplains	15	17	24	56
Volunteers	0	0	169.82	169.82

COMMUNITY RELATIONS BUREAU

The volunteer program was suspended for the months of April and May and they returned on June 1st. The volunteers were able to attend the Dine Out Downtown events throughout the month of June to show support for our downtown community and connect with community members. Traffic Sergeant Ted Ruiz led a vehicle abatement training in June for the volunteer program that allowed the department to add 4 new volunteer vehicle abatement teams. The work of vehicle abatement is very time consuming but also very important. We receive an average of 30-40 abandoned vehicle reports a week from members of our community. Allowing the Volunteers in Policing program to take over the abandoned vehicle reports has allowed our officers and CSO's to remain in service for higher priority calls for service.

Our Chaplains continued their very important work during the COVID 19 shut downs supporting not only our officers but also our community members. Senior Chaplain Matt Van Peursem spent many hours providing counseling to family, patients, and staff from Stollwood Convalescent Hospital after they suffered from a serious outbreak of the covid-19 virus. In all the chaplains responded to 23 calls for service during quarter 2 and assisted three outside agencies with requests for the their services.

UNIDOS

The objective of the UNIDOS program is to provide an opportunity for the Woodland Police Department to build a strong relationship with our Spanish-speaking residents and to serve as a resource center to help create an improved quality of life for the entire community.

Due to the COVID restrictions, UNIDOS has not been able to host any events or attend any events in the months of April, May or June. However, UNIDOS is planning to launch a new segment shortly on the Woodland Police Department UNIDOS Social Media page named "¿Preguntenos? (Ask us)" which will hopefully encourage the community to ask us questions about anything related to the Police. These questions can be about laws, county or Police Department processes.

COMMUNITY RELATIONS BUREAU

EXPLORERS

The Explorer program is designed for high school students and young adults. The objective is to expose the Explorers to a very rewarding career in law enforcement and to be role models in their community and amongst their peers. The age group of Explorers are 14 to 20 years and the requirement for those in school is to maintain at least a 2.0 grade point average with no F's.

Due to COVID-19, the Explorers have not meet as a group this quarter.

Our Explorer Advisors will be watching the direction of the State and City recommendations for bringing juveniles / adults back into the classroom for meetings and training. Once COVID-19 restrictions are lifted, the program will move into further recruiting. Explorer Advisors are in the process to conduct Zoom meetings with all of the Explorers to keep them engaged. The Explorer post is at 11 volunteers.

HOMELESS OUTREACH STREET TEAM

The public health order related to COVID-19 has been problematic for those in the homeless community that suffer from mental health issues as many of these services have been limited or completely stopped. HOST has spent extra time trying to find help for these individuals that is available.

In the beginning of April, the HOST Team worked with getting the medically exposed homeless into hotels during the shelter in place. Communicare medical team then began to work with HOST and established a relationship with the homeless.

HOST continued to see a decline in camps for clean up through the beginning of March. 97 camps were cleaned up this quarter. These camps were cleaned using collaboration of Woodland Public Works, and Junk King.

COMMUNITY RELATIONS BUREAU

Yolo County Probations assistance has been suspended due to COVID. HOST has again noticed that the areas requiring clean up have been smaller than previous quarters, we believe this is due to the continued warnings and clean-ups that have been occurring on a regular basis. HOST officers have continued to educate the homeless on the issues with COVID, discuss social distancing and hand out masks when possible.

HOST made 39 arrests this quarter for various crimes including warrant, camping and trespassing. Enforcement is used when necessary and appropriate.

HOST staffing levels has increased from two to three full time officers assigned to deal with all issues related to Woodland's homeless community. One officer has recovered from his injury and returned to work and an additional officer has been assigned to the team and works the weekend shifts. They engage in outreach, enforcement, education, clean-ups, and community engagement in these efforts.

The following are some approximate general statistics related to HOST activity for the last quarter:

	APR. - JUN. 2020	PREVIOUS QTR. TOTAL
Contacts	858	389
Camps	250	73
Camps cleaned	97	56
Services offered/accepted	342/34	117/11
Business contacts	81	7
Arrests	39	35

COMMUNITY RELATIONS BUREAU

RECORDS DIVISION

The Records Division serves as one of the most important functions in the Department. The Division is responsible for entering and processing all crime, traffic, warrant, citation, towed vehicles and property information into computerized databases.

	APR. - JUN. 2020	PREVIOUS QTR. TOTAL
Reports processed	1,712	1,611
Citations entered	1,003	743
Traffic collisions	120	147
Warrants	180	563

The Yolo Superior Courts were shut down for the majority of the 2nd quarter of 2020 which resulted in a significant decrease in warrants issued. This has also caused a significant decrease in trails and we anticipate an influx of both warrants and trails in the remainder of 2020.





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.8
SUBJECT: Manufactured Home Fair Practices Commission Annual Report for the 2019 Program Year

Recommendation for Action: Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2019 program year.

Staff Contact: Dan Sokolow, Senior Planner – 530-661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact:

For 2019, the City collected registration fees of \$9,720 from three of the five manufactured home parks located in Woodland with the revenues helping offset the City costs incurred to administer the program. Two of the parks (Casa del Sol and Leisureville) are not required to pay registration fees.

Background:

The City's voters adopted Measure T in November 2001, which added Chapter 16B to the Woodland Municipal Code, entitled Manufactured Home Space Rent Control. The purpose of the ordinance (Measure T) is to protect the owners and residents of manufactured homes from unreasonable space rental increases while simultaneously recognizing and providing for the need of park owners to receive a just and reasonable return on their property. The ordinance also provided for the establishment of the Manufactured Home Fair Practices Commission of the City of Woodland (Woodland Municipal Code § 5.36.040A). Its membership consists of five regular members and two alternate members, none of whom are permitted to be either a manufactured home owner or resident or otherwise have any interest in a manufactured home park (§ 5.36.040B(1)). The Commission reviews all proposed rent increases for mobile home spaces subject to the rent control provisions of the ordinance.

Discussion:

For program year 2019, there were a total of 631 manufactured home spaces in the City, of which 342 spaces are subject to the registration and rent ceiling provisions of the City's Manufactured Home Space Rent Control Ordinance.

Conclusion:

Staff recommends that the City Council receive and file the Manufactured Home Fair Practices Commission Annual Report for the 2019 program year.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director



Ken Hiatt
City Manager

Attachments:

1. 2019 MHFPC Annual Report



ANNUAL REPORT 2019 MANUFACTURED HOME FAIR PRACTICES COMMISSION

AUTHORITY

The City of Woodland's mobile home rent control ordinance specifies that the Manufactured Home Fair Practices Commission (MHFPC) render "at least semiannually a comprehensive written report to the City Council concerning the commission's activities, holdings, actions results of hearings and all other matters pertinent to this chapter..." (§5.36.040(M)(6).) The City Council is provided copies of minutes of MHFPC meetings during the year, but this document represents a more formal reporting of the Commission's activities for the 2019 program year.

The City's ordinance also specifies: "The city manager is hereby directed to maintain an accurate accounting of all direct and indirect costs of administering the regulations contained in this chapter. The city manager shall submit a report to the commission and city council of such costs and any recommendation for a change in the registration fee at least annually from and after the effective date of this chapter." (§5.36.060(E).)

FINANCIAL STATUS

For program years 2002 through 2005, park owners were required to pay an annual registration fee of \$137 per-space. Starting in program year 2006, the Commission recommended and the City Council approved a lower registration fee of \$30 per space. The \$30 per-space fee continues to remain in effect until changed by the City Council upon the recommendation of the Commission.

MHFPC COMMISSIONERS AND STAFF

In 2019, the MHFPC Commissioners were:

<u>Name</u>	<u>Term Expires</u>
Bill Marcus, Chairperson	12/31/2020
Dick Cronin, Member	12/31/2020
Kathy Trott, Member	6/30/2021
Ben Cadranel, Member	12/30/2020

VACANCY, Member	n/a
VACANCY, Alternate Member	n/a
VACANCY, Alternate Member	n/a

Dan Sokolow from the City's Community Services Department serves as staff to the Commission.

2019 STATISTICS

In 2019, there were a total of 631 manufactured home spaces in the City of Woodland, of which 342 spaces are subject to the registration and rent ceiling provisions of the City of Woodland's Manufactured Home Space Rent Control ordinance.

Mobile Home Park	Spaces in Park	Regulated Spaces
Bell's	40	40
Leisureville	150	0
Idle Wheel	153	153
Casa del Sol	157	18
Royal Palm	131	131
TOTAL	631	342

2019 ACTIVITY BY PARK:

Bells Trailer Village:

- All 40 spaces at Bells Trailer Village were registered with the Commission.
- Registration fees of \$1,200 were paid to the City in December 2018.
- Based on a review of the 2018 registration, it appears that Bell's has not implemented 2.30% increase in the space rent ceiling previously approved by the Commission in 2018. According to the property management agency that administers Bells, the 2.30% increase was not implemented until February 1, 2019.
- Bells completed its annual re-registration process on time and requested a permissive adjustment in 2019.
- The MHFPC approved a permissive adjustment increase to the space rent ceiling of 1.80% in 2019.

Idle Wheel:

- All 153 spaces at Idle Wheel were registered with the Commission. Staff selected a sample of the units, 18, and reviewed the rent levels for these units. With the exception of one unit, the units sampled were paying \$0.03 to \$0.05 on a monthly basis in excess of the adjusted space rent ceiling based on staff calculations. It was noted that the settlement agreement between the City and Idle Wheel for resolution of the litigation relating to the Commission's 2017 decision on Idle Wheel's Special Adjustment Application included a change to Idle Wheel's implementation of the Commission-approved 10.19% space rent increase. This change which required Idle Wheel to re-adjust the space rents to

reflect a 10.19% increase rather than an average monthly space rent increase of \$37.07 may have impacted the calculation of the space rents and staff's review of the rent levels.

- The Commission's 2017 decision on Idle Wheel's Special Adjustment application also included a limited term monthly charge for residents starting at \$7.17 for a period of ten years. (The charge is collected for 20 years and is reduced after ten years and again after fifteen years.) Staff reported that Idle Wheel has been collecting a monthly amount of \$6.81 according to the annual registration which is less than the maximum allowable amount approved by the Commission.
- Idle Wheel completed its annual re-registration process on time and requested a permissive adjustment in 2019.
- The Commission approved a permissive adjustment increase to the space rent ceiling of 1.80% in 2019.

Royal Palm:

- All 131 spaces at Royal Palm were registered with the Commission.
- Registration fees of \$3,930 were paid to the City in December 2018.
- All regulated space rents as of December 31, 2018 appeared to be within the 2.30% increase (permissive adjustment) in the space rent ceiling previously approved by the Commission in 2018 and the 2.21% increase (net operating income application) in the space rent ceiling also approved by the Commission in 2018.
- The Commission's 2018 decision on Royal Palm's Net Operating Income application also included a limited term monthly charge for residents starting at \$15.38 for period of three years. (The charge is collected for six years and is reduced after three years.) Staff reported that Idle Wheel has been collecting a monthly amount of \$15.38 which is the amount approved by the Commission for the first three years.
- Royal Palm completed its annual re-registration process on time and requested a permissive adjustment in 2019.
- The Commission approved a permissive adjustment increase to the space rent ceiling of 1.80% in 2019.

Leisureville:

- There are 150 spaces at Leisureville. Management claims there are no space renters, and that all residents have an ownership interest in the park. Because Leisureville did not have at least 2 spaces rented or held out for rent, Leisureville is exempt from the Ordinance and the Commission took no action.

Casa del Sol:

- For 2019, Community Housing Opportunities Corporation submitted an annual registration showing that 156 of the 157 park spaces at Casa del Sol are subject to recorded affordable housing covenants which restrict tenancies to low- and very-low income households and require rents affordable to residents at those income levels. (The one park space not submitted is used for the park manager.) As a result, no registration fee is required, but CHOC will be required to annually re-confirm the exemption for the spaces.

Commission Meetings for Program Year 2019

For Program Year 2019, the Manufactured Home Fair Practices Commission held one meeting that took place on June 25.

Respectfully Submitted,

Dan Sokolow, MHFPC Staff

Dated: June 29, 2020



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.9
SUBJECT: 2019 Assistance to Firefighters Grant (AFG) Award Acceptance and Appropriation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to

1. accept the 2019 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel.
2. appropriate \$35,040 to the Other Federal Grants Fund (330) for the initial expenditure.

Staff Contact:

Eric Zane, Fire Chief - (530)661-5861, eric.zane@cityofwoodland.org

Fiscal Impact:

The AFG award reimburses 90% of costs, requiring a 10% recipient match. The Woodland Fire Department requested funding for early detection cardiovascular and cancer screenings for all personnel totaling \$35,040. The required \$3,185 in matching funds were allocated as one-time funding from Measure F during the FY2020/21 budget development process. Matching funds will be transferred to Fund 330.

Background:

The primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, non-affiliated Emergency Medical Services organizations, and State Fire Training Academies. This funding is for critically needed resources to equip and train emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience.

In February 2020, City Council authorized the Woodland Fire Department to submit an AFG Micro-grant application for cardiovascular and cancer screenings to fund early detection screenings for all personnel totaling \$35,040. The Fire Department also requested a one-time funding appropriation for the matching funds, which was approved by Council as part of the FY2020/21 budget process and ear-marked out of Measure F.

Discussion:

Cardiovascular disease accounts for roughly 40-50% of annual duty related fatalities in the fire service and according to NIOSH firefighters face a 9% increase in cancer diagnoses and a 14% increase in cancer-related deaths, compared to the general population. Fire Departments across the United States are recognizing the need for early detection among their members, Woodland is no exception. Comprehensive screenings can be completed at the station to minimize impact of emergency services.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager and the Fire Department to

1. accept the 2019 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel.
2. appropriate \$35,040 to the Other Federal Grants Fund (330) for the initial expenditure.

Prepared By: Jeran Ulrich, Management Analyst

Reviewed By: Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. Resolution- 2019 AFG Micro
2. EMW-2019-FG-00783 - Award Package

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE ACCEPTANCE OF THE 2019 ASSISTNACE TO FIREFIGHTERS
GRANT (AFG) AWARD AND APPROPTION OF \$35,040 TO FUND 330**

WHEREAS, the Woodland Fire Department successfully applied for and was awarded the 2019 Assistance to Firefighters Grant (AFG) for early detection cardiovascular and cancer screenings; and

WHEREAS, Cardiovascular disease accounts for roughly 40-50% of annual duty related fatalities in the fire service and according to NIOSH firefighters face a 9% increase in cancer diagnoses and a 14% increase in cancer-related deaths, compared to the general population.; and

WHEREAS, the AFG will reimburse 90% of the cost of the screenings with a 10% City match; and

WHEREAS, the Fire Department requested a one-time General Fund appropriation for the matching funds which was approved by Council as part of the FY21 budget process.

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

SECTION 1. Accept the 2019 Assistance to Firefighters Grant (AFG) Award for cardiovascular and cancer screenings for all personnel.

SECTION 2. Appropriate \$35,040 to Fund 330 to fund the initial expenditure that includes a transfer of \$3,185 from Measure F for the required matching funds.

PASSED AND ADOPTED by the City Council this 18TH day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzales, City Clerk

Kara K. Ueda, City Attorney

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Erik Komula
WOODLAND, CITY OF
1000 LINCOLN AVE
WOODLAND, CA 95695



EMW-2019-FG-00783

Dear Erik Komula,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$31,854.55 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$3,185.45 for a total approved budget of \$35,040.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: WOODLAND, CITY OF

DUNS number: 785302373

Award number: EMW-2019-FG-00783

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$35,040.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$31,854.55
Non-federal	\$3,185.45
Total	\$35,040.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Wellness and fitness programs

Fitness Assessments and Counseling

DESCRIPTION

Cancer Screening testing for all 48 members of the Woodland Fire Department

QUANTITY

48

UNIT PRICE

\$730.00

TOTAL

\$35,040.00

BUDGET CLASS

Contractual

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: WOODLAND, CITY OF

DUNS number: 785302373

Award number: EMW-2019-FG-00783

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	Non-supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM) Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-00783	2. Amendment No. N/A	3. Recipient No. 946000459	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address WOODLAND, CITY OF 1000 LINCOLN AVE WOODLAND, CA 95695		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Erik Komula		9a. Phone No. 5306615863	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/30/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/06/2020 to 08/05/2021 Budget Period 08/06/2020 to 08/05/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$31,854.55	\$31,854.55	\$3,185.45
Totals			\$0.00	\$31,854.55	\$31,854.55	\$3,185.45
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	07/30/2020



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.10
SUBJECT: Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement

Recommendation for Action: Staff recommends that the City Council (1) Receive the Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement Report; (2) Approve Resolution No. _____, authorizing the City Manager to execute a 2-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and conditions set forth by the contract approved by council September 1, 2009.

Staff Contact:

J Kimura, Senior Application Analyst, (530) 661-7977, j.kimura@cityofwoodland.org

Fiscal Impact:

The recommendation would authorize the City Manager to extend the existing Maintenance and Support Level agreement with Tyler Technologies for a 2-year term, in an amount not to exceed \$120,000 per year. Funding for this is provided in the budget through existing appropriations within the Information Technology budget.

Background:

This is a support services contract with Tyler Technologies, Inc. for a Maintenance and Support Level Agreement as described in the original contract, executed on September 1, 2009.

Tyler Technologies, Inc., is the vendor for the City's Enterprise Resource Planning (ERP) software. This is an enterprise system to manage core functions of our City government such as Finance, Utility Billing, Permitting, Business Licensing, and Payroll.

The Maintenance and Support Level Agreement describes in detail the expectations of support and software updates. Our agreement also includes annual analysis of our Application and Database environment. This analysis performs recommended tasks, including backup recovery verification and establishes a stable base from which further system support can be provided.

Our Agreement also includes Registration to the Annual User Conference

Conclusion:

Staff recommends that the City Council (1) Receive the Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement Report; (2) Approve Resolution No. _____, authorizing the City Manager to execute a 2-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and conditions set forth by the contract approved by council September 1, 2009.

Prepared By: J Kimura, Senior Application Analyst

Reviewed By: Scott Sawin, Information Technology Manager



Ken Hiatt
City Manager

Attachments:

1. Maintenance And Support Level Agreement
2. Original Contract
3. Resolution

EXHIBIT 5: Maintenance and Support Level Agreement

Support Services

Tyler knows that satisfied clients—more than any other single factor—determine a company’s ongoing success. We also recognize that support is a key component of customer satisfaction. That’s why we provide our clients with support in a variety of ways. We want to ensure they maximize their use of EDEN, receiving the best return on their investment.

Some companies contract out application support to a less-knowledgeable third party. In contrast, Tyler offers a complete solution, with all EDEN Customer Support Services provided by in-house expertise. Our mission is to become the industry leader in providing timely response and call closure to clients and on-site trainers, resulting in a high-level of client satisfaction.

The EDEN support solution includes the following services, described in detail in the sections that follow:

EDEN Help Desk	Included with Annual Support
Software Development and Updates	Included with Annual Support
OSDBA Help Desk	Optional
Customer Care	Included with Annual Support
Disaster Recovery	Optional
Consulting Group	Optional
Web Page Customer Tools/Information Access	Included with Annual Support
Local Group Training	Optional
Local User Groups	Included with Annual Support
Annual Users Conference	Optional

EDEN Help Desk

Customer Support averages a less than 1 hour response time on all priority 1 calls and a less than 3 hour response time on the remaining calls, unless received at the end of the day; those calls are returned the next morning.

Focused by Application

EDEN Customer Support is divided into application-specific teams, plus a separate team for OSDBA (Operating System / Database Administration) contract clients. Application-specific

teams allow a technician to focus on a group of applications and therefore offer more detailed support to our clients.

Call Tracking and Priorities

Tyler records all client contacts in a Customer Response Management (CRM) system. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, problem description, support recommendations, client feedback, FERs (Fix or Enhancement Requests) to Development, and resolution.

A priority is assigned to each call logged:

#	Description	Average response time
1	Critical Issue – system is down	<1 Hour
2	Severe issue, but there is a work around	<2 Hours
3	Important issue – not severe	<4 Hours
4	Lowest priority issues	1 Business Day

For system applications, standard phone support coverage is from 5:00 AM to 6:00 PM (Pacific Standard Time) Monday through Friday. OSDBA Support is available from 5:00 AM to 6:00 PM (PST) Monday through Friday. The client can also contract with Tyler for support service outside of standard hours.

Call Escalation Process

Each day, Senior Technicians, Team Leaders, and Senior Analysts review open calls in their focus area to monitor progress.

Calls still open are reviewed periodically and escalated as required. The priority of a given call may be modified as Tyler becomes more informed about the circumstances surrounding an issue. For example, a lower priority call may become Priority 1 if research discovers a more critical issue or a previously unknown deadline or penalty.

Remote Diagnostic Tool

Should Tyler need to access a client's server to diagnose a problem, GoToAssist is used to share the client's desktop via the Internet. EDEN Support can temporarily assume control of the client's desktop to show them how to use a program or how to find information in a report. In addition, the client can show the EDEN Help Desk how they are using EDEN and what they are experiencing. GoToAssist also supports the transfers of files, if necessary. EDEN Support also utilizes VPN connections working with SQL tools directly against database servers in the event of data issues.

Web / E-mail Support

Support is available from the EDEN Client Support section of www.tylertech.com. Using our website, a client can enter new support issues, manage existing issues and contact Support personnel. EDEN offers the alternative of email support; however, because response time may be longer, Tyler recommends that clients use e-mail for non-urgent support issues only.

OSDBA Help Desk

The EDEN OSDBA (Operating System / Database Administration) Department is configured as a separately billable service to Tyler clients on a contract basis.

If the client opts for this service, a one-day analysis performed remotely by an OSDBA technician is included. This analysis performs recommended EDEN and RDBMS (Relational Database Management System) tasks, including consistency checking, space evaluations, data space recovery, hard disk re-configuration, backup recovery verification, and system table updates. This establishes a stable base from which further system support can be provided.

The primary areas of provided services include:

Operating System Support

Basic OS System Administration

Cleaning up file systems

Printer installation & configuration assistance

Cash Station (POS) installation & configuration assistance

System backup configuration assistance

System recovery assistance

System transfer services

RDBMS Database Software Support

RDBMS (Relational Database Management System) Administration assistance

RDBMS software upgrade installation assistance

Data recovery assistance

Connectivity software installation & configuration assistance

RDBMS tuning assistance

EDEN Software Support

Maintenance Release/Upgrade installation assistance

Additional OSDBA Services

Some of these services are available at no charge or for a minimal fee with your OSDBA contract:

EDEN Server System Maintenance
Remote System Administrator Training
Server Transfer Service every two years
See the Product Brief for Consulting Group for more details.

Customer Care

Customer Care is a hands-on role dedicated to maximizing the customer satisfaction of Tyler Clients using the EDEN software solution. The customer care team is chartered with the responsibility of staying in touch with the client base and understanding the generic and specific customer satisfaction issues. This will include organizing and making recommendations to EDEN Management regarding product improvements, and recommending business process or delivery practices improvement. The team will identify and provide services/methods that will enhance the product knowledge and use of the Product by the installed base so that our Clients maximize their product leverage with minimal intervention required by Support or Training departments. This team also provides the focal point for organizing local/regional user groups and will facilitate the inter-agency communication of EDEN clients.

Web Page Customer Tools / Information Access

Like most Web sites, www.tylertech.com is designed to provide information to clients, employees, and prospects.

One aspect that stands apart is a section called Customer Tools within EDEN Client Support. This section provides valuable information of specific interest to the client base. For example, clients can:

- Research server requirements and hardware installation instructions
- Review and register to attend regional Group Training Seminars, the Annual User Conference, or regional User Group Meetings
- Download information about EDEN Releases, Online Manuals, Trouble Saving Tips, and Crystal Report templates
- Log issues with the Support Department
- Register for e-mail notification of support issues
- Attend scheduled electronic meetings for training and product demonstrations

Local Group Training

The Consulting Group offers clients cost-effective group classes, scheduled at regular intervals, available at regional locations throughout the United States. These training classes can:

- Be a refresher on procedures run just once a year
- Describe how to implement an advanced function

City of Woodland – Tyler Technologies Agreement

This agreement ("Agreement") is made this 1st day of Sept., 2009 ("Effective Date") by and between Tyler Technologies, Inc. with offices at 1100 Oakesdale Avenue SW, Renton, Washington 98057 ("Tyler") and the City of Woodland with offices at 300 First Street, Woodland, California 95695 ("City").

WHEREAS, the City desires the services of Tyler in conjunction with the purchase and implementation of Tyler EDEN software product, along with associated consulting and professional services; and

WHEREAS, Tyler has presented a proposal for such services to the City, dated July 11, 2008 (incorporated by reference as Exhibit 6) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section A – General Terms and Conditions

1. **Scope of Work.** Tyler shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit 5. This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. **Independent Contractor.** Tyler enters into this Agreement as an independent contractor and not as an employee of the City. Tyler shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by Tyler are employees, agents, contractors or subcontractors of Tyler and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Tyler by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

Tyler agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.
3. **Time of Performance.** The services of Tyler are to commence upon execution of this Agreement by, and receipt of written notice to proceed from City, and shall be undertaken and completed in a prompt and timely manner.

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Agreement for an additional period not to exceed the lesser of one year or the original term of this Agreement, provided the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section A, Article 4, "Compensation".

4. Compensation.

- a. Tyler shall be paid in accordance with the Fee and Payment Schedule, attached hereto and incorporated herein by this reference as Exhibit 4, for Tyler's contracted fees, but in no event shall total compensation exceed Seven Hundred Twenty Five Thousand, Eight Hundred Seventy Dollars(\$725,870), for and based on the scope of services outlined in the Statement of Work attached to this Agreement, and further provided that (i) Client fully and timely performs all its responsibilities set forth in the Statement of Work and any Project Plan mutually developed there under, (ii) all assumptions set forth in the Data Conversion Process are realized; and (iii) in the event the City requires additional products or services not included in the Investment Summary, the not-to-exceed figure shall not apply. Notwithstanding the foregoing, if force majeure or catastrophic events occur beyond the reasonable control of Tyler and without fault or negligence of Tyler, the parties agree to negotiate in good faith additional fees (including but not limited to travel expenses) to be paid to Tyler.
- b. Travel will be billed in accordance with Tyler's then current "Business Travel Policy" attached hereto as Exhibit 3. Notwithstanding the foregoing, Tyler shall apply the terms of Tyler's current Business Policy throughout the duration of City's implementation, with the exception of the mileage rates and per diem, which shall follow the standard market fluctuation. The federal daily per diem rate for Yolo County will apply to reimbursement of meals. In the event the City negotiates a special rate with a local hotel, City shall notify Tyler and Tyler will make best efforts to utilize the preferred accommodations.
- c. City shall pay Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received City's notice of termination. Payment for products, services, and expenses in dispute will be determined in accordance with the dispute resolution process.

5. Termination.

- a. Termination for Convenience. This Agreement may be terminated, without cause, at any time by the City upon thirty (30) days' written notice. In the event of termination for convenience, Tyler shall be compensated as provided for in this Agreement. Upon such termination, the City shall be entitled to all work delivered, notwithstanding Tyler copyright or trademark information as specified in Section A, Article 30 "Ownership" hereunder.
- b. Termination for Cause. In the event of Tyler's failure to perform under this Agreement, City shall immediately notify Tyler in writing of such failure and allow Tyler a thirty (30) day period in which to cure such failure. If, at the end of the cure period, Tyler has not cured such failure, City will have the right to terminate this Agreement. Upon such termination, City shall pay

Tyler for all products, services, and expenses not in dispute which were delivered or incurred prior to the date Tyler received City's notice of termination. Payment for products, services, and expenses in dispute will be determined in accordance with the dispute resolution process.

- c. The obligations of this Agreement relating to Tyler's obligations to defend and indemnify the City shall survive any termination of this Agreement.
 - d. Notwithstanding any provisions of this Agreement, Tyler shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Tyler, and the City may withhold any disputed payments due to Tyler until such time as the exact amount of damages, if any, due the City from Tyler is determined.
6. **Changes.** The City may, from time to time, request changes in the scope of the services of Tyler to be performed hereunder. Such changes, including any increase or decrease in the amount of Tyler's compensation and/or changes in the schedule must be authorized in advance by the City, in writing. Mutually agreed changes shall be incorporated in written amendments to this Agreement, or the attached Scope of Work. Notwithstanding the foregoing, City shall pay Tyler for all products and services delivered prior to notice of said change in accordance with the agreed upon payment schedule as set forth in Exhibit 4.
7. **Extensions of Time.** Either Party may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall, if granted, be authorized in advance by the non-requesting party in writing and shall be incorporated in written amendments to this Agreement or the attached Scope of Work. In the event either party cancels services less than two (2) weeks in advance, the requestor is liable to the non-requesting party for all non-refundable expenses incurred on the requestor's behalf, provided that the non-requesting party provides a detailed invoice of such expenses within thirty (30) days of the cancellation of such services.
8. **Compliance with Local Law.** Tyler shall comply with all applicable laws, ordinances and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing the services authorized by this Agreement. All products and services supplied or furnished by Tyler shall comply with all federal and state mandates.
9. **Warranty.** Tyler agrees and represents that it is qualified to properly provide the services set forth in Section C in a manner which is consistent with the generally accepted standards of Tyler's profession. Tyler further represents and agrees that it will perform said services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.
10. **Subcontracting.** None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City, which may be withheld in City's sole and absolute discretion. Tyler shall be fully responsible to the City for the negligent acts and omissions of persons directly employed by Tyler, and of Tyler's contractors and subcontractors, and of persons directly employed by them.
11. **Assignability.** Neither party may assign an award or the mutually negotiated

contract without the prior written consent of the other party, except that Tyler may, without the prior express written consent of the City, assign the award or the mutually negotiated contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

- 12. Interest in Agreement.** Tyler covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Tyler shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Tyler's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Tyler also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Tyler in writing that Tyler's duties under this agreement warrant greater disclosure by Tyler than was originally contemplated. Tyler shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

- 13. Confidential Materials.** All of the materials prepared or assembled by Tyler pursuant to performance of this Agreement are confidential and Tyler agrees they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

- 14. Liability of Tyler-Negligence.** Tyler shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of Tyler's profession and shall be liable for the acts, omissions, negligence or willful misconduct of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome.

- 15. Indemnification.** Tyler shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with the acts, omissions, negligence or willful misconduct on the part of Tyler and its negligent failure to comply with any of its obligations contained in the Agreement Documents, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

- 16. Tyler to Provide Insurance.**

- a. Tyler shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Agreement the policies of insurance specified below. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with

insurers with a current A.M. Best's rating of no less than A:VII.

- b. Prior to execution of this agreement and prior to commencement of any work, Tyler shall furnish the City with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Tyler's insurer shall, subject to the approval of the City, provide complete, certified copies of all required certificates affecting the coverage required by this Section. Tyler agrees to furnish one copy of Tyler's General Liability policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Tyler.
- c. In the case of the professional liability insurance required by this Section, Tyler's insurer must provide a complete, certified copy of the certificate.
- d. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- e. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Tyler are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Tyler under the Agreement.
- f. Tyler and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Tyler and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Tyler or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Agreement.
- g. ***Worker's Compensation and Employer's Liability Insurance***
 - i. Worker's Compensation - Insurance to protect Tyler, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts ("Acts"). Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. Tyler shall execute a certificate in compliance with Labor Code Section 1861 according to the City's direction.
 - ii. Claims Against City - If an injury occurs to any employee of Tyler for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due Tyler under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to Tyler, or, if Tyler has already been paid all compensation due under this Agreement,

Tyler shall reimburse the City for the amount so paid within forty five(45) days of a demand by the City for such reimbursement.

h. *Comprehensive General and Automobile Liability Insurance*

- i.** The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than one million dollars (\$1,000,000.00) per occurrence.
- ii.** The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:
- iii.** Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds under Tyler's General Liability policy in regards to: liability arising out of the performance of any work under the Agreement; liability arising out of activities performed by or on behalf of Tyler; premises owned, occupied or used by Tyler; or automobiles owned, leased, hired or borrowed by Tyler. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- iv.** Any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Tyler's insurance and shall not contribute with it. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- v.** Provision or endorsement stating that Tyler's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- vi.** Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Tyler under the Agreement, including, without limitation, that set forth in Section A, Article 15 "Indemnification".

i. *Professional Liability*

- i.** Tyler and its contractors and subcontractors shall secure and maintain in full force, during the term of this Agreement professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Agreement. The limits of such professional liability insurance coverage shall not be less than one million dollars (\$1,000,000.00) per claim.

- 17. Taxes.** The fees set forth in Exhibit 4 – Fee and Payment Schedule do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by City to Tyler. In the event City possesses a valid direct-pay permit, City will forward such permit to Tyler on the Effective Date of this Agreement, in accordance with the relevant General Terms and Conditions. In such event, City shall be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, City shall

provide Tyler with City's tax-exempt certificate.

- 18. Services Warranty.** Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler shall re-perform the services, to the City's satisfaction, at no additional cost to City,
- 19. Force Majeure.** Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure. Force majeure shall not be allowed unless:
- a. Within five (5) business days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.
 - b. Within ten (10) business days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.
 - c. Either party shall have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task subject to Section 5 of this Agreement. This paragraph shall not relieve City of its responsibility to pay for services and goods provided to City and expenses incurred on behalf of City prior to the effective date of termination.
 - d. In no event shall strikes, slowdowns, or labor disputes with respect to Tyler or any subsidiary, affiliate, or subcontractor be deemed force majeure events.
- 20. Disclaimer.** THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.
- 21. Dispute Resolution.** Should a dispute arise with respect to this Agreement, the aggrieved party will notify the other party immediately in writing. If Tyler and City cannot resolve a dispute within thirty (30) calendar days following notification in writing by either party of the existence of said dispute, then the following procedure shall apply:
- a. Each party shall appoint one (1) person to act as an impartial representative. The appointed individual shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, City's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
 - b. The Dispute Resolution Group shall convene, either in person or via telephonic or other electronic transmission, no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period

referenced above and shall meet for a minimum of a two (2) hour session, unless otherwise mutually agreed. Any resolution shall be in writing and signed by both parties. Such resolution shall constitute a binding amendment to the Agreement.

- c. Nothing in this Section shall prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein, or resolve the dispute through other alternative means.

- 22. No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of Tyler and City. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.
- 23. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby acknowledge that this Agreement was entered into in Woodland, California and that any action to interpret or enforce this Agreement shall be brought in Yolo County Superior Court or in the Eastern District of California.
- 24. Entire Agreement.** This Agreement represents the entire agreement of City and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. City hereby acknowledges that in entering into this Agreement it relied solely on information explicitly set forth in this Agreement, including information in the Agreement Documents attached or incorporated by reference. This Agreement supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- 25. Severability.** If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 26. Modification.** This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
- 27. Approval of Governing Body.** City represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon the City.
- 28. Notices.** All notices or communications required or permitted as a part of this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
- a. Actually received,
 - b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,

- c. Upon receipt by sender of proof of email delivery, or
- d. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.
- e. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
 370 U.S. Route 1
 Falmouth, ME 04105
 Attention: Contracts Manager

Client:

City of Woodland
 300 First Street
 Woodland, California 95695
 Attn: Technology Services Manager

- 29. Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality shall not apply to information that:
- a. At the time of the disclosure is in the public domain;
 - b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
 - c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
 - d. A party receives from a third party who has a right to disclose it to that party; or
 - e. Is subject to a request made under the Freedom of Information Act or California Public Records Act, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

30. Ownership.

- a. Tyler shall retain ownership (including all copyright) of all products and materials generated for the City, including but not limited to software products, reports, charts, displays, schedules, exhibits and other documentation, as Tyler incorporates all client-specific technology into general releases for the benefit of all Tyler clients. Tyler will continue to retain all rights, title and interests in and to all of the Tyler products and other materials created by Tyler. Tyler software products, according to U.S. Copyright Law, cannot be classified as "work for hire". Tyler will not assign any of its rights, title and interest in and to all of the Tyler products and other materials created by Tyler. Tyler will not assign any of its rights, title and interest in and to all of the Tyler products and other materials created by Tyler. City may not use any of Tyler's proprietary and copyrighted material without the express written permission of Tyler, at Tyler's sole discretion.
- b. Notwithstanding the foregoing, upon termination of this Agreement, the City shall be entitled to City-generated data, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed prior to termination.

31. Shipping. Delivery shall be F.O.B. the City facility to which any product has been shipped. Tyler shall all risk of loss or damage to items while in transit.

32. Miscellaneous Provisions.

- a. Tyler shall designate a project manager who at all times shall represent Tyler before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Tyler, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.
- b. Tyler shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged in the delivery of services.
- c. Tyler shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.
- d. Tyler shall maintain and make available for onsite inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts exceeding five dollars (\$5) with respect to any work under this Agreement. Such inspections may be made during regular office hours with one week advanced notice for 3 years from contract execution.

Section B Software License

1. License Grant.

a) Upon the effective date of this Agreement, Tyler hereby grants to City a non-exclusive, non-transferable, royalty-free, revocable license to use Tyler software products and related interfaces (collectively, the "Tyler Software Products") and Tyler user manuals for City's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler only if City fails to comply with the terms and conditions of this Agreement, including without limitation, City's failure to timely pay the Application Software License Fees in full. Upon City's payment in full for Tyler Software Products, this license shall become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

b) Subject to City's license to use such products, Tyler shall retain ownership of Tyler Software Products and user manuals.

c) Tyler Software Products are not licensed to perform functions or processing for entities that were not disclosed to Tyler prior to the effective date of this Agreement, provided that all departments and division of the City shall be deemed to be part of the City, and not separate entities.

d) The right to transfer Tyler Software Products to a replacement hardware system is included in this Agreement. City shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. The City will make best efforts to inform Tyler of the planned move.

e) City acknowledges and agrees that Tyler Software Products and user manuals are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. City shall use best efforts to keep Tyler Software Products and user manuals confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of Tyler Software Products or user manuals by any party.

f) Tyler Software Products may not be modified. City shall not perform decompilation, disassembly, translation or other reverse engineering on Tyler Software Products. If City modifies Tyler Software Products, Tyler's obligations to provide maintenance services on and warranty Tyler Software Products shall be void.

g) City may make copies of Tyler Software Products for archive purposes only. City will repeat any and all proprietary notices on any copy of Tyler Software Products. City may make copies of Tyler user manuals for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of Tyler Software Products. At City's request, Tyler will add City as a beneficiary to such escrow agreement. City shall pay the annual beneficiary fee directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary.

2. License Fees. City agrees to pay Tyler, and Tyler agrees to accept from City as payment in full for the license granted herein, the Application Software License Fees set forth in Exhibit 4 – Fee and Payment Schedule

3. Verification of Tyler Software Products.

City will select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler pursuant to this Agreement:

a) Within sixty (60) days after Tyler Software Products have been installed on City's hardware, Tyler will verify Tyler Software Products by demonstrating to City that Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration shall constitute verification that Tyler Software Products substantially conform to the then-current Tyler user manuals and the functional descriptions of Tyler Software Products in Tyler's written proposal to City (Exhibit 6); or

b) Within sixty (60) days after Tyler Software Products have been installed on City's hardware, City may use its own process to verify that Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which shall constitute verification that Tyler Software Products substantially conform to the then-current Tyler user manuals and the functional descriptions of Tyler Software Products in Tyler's written proposal to City (Exhibit 6).

c) Verification as described herein shall be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler shall correct the cause thereof. In the event Tyler cannot correct the cause thereof, City may invoke its rights to terminate this Agreement and/or require a refund from Tyler pursuant to this Agreement.

d) Tyler shall promptly correct any functions of Tyler Software Products that failed verification.

4. Limited Warranty.

a) For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler user guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, Tyler's Proposal shall control for twelve (12) months from the Effective Date. Thereafter, the then-current Tyler user guides will control, provided that any change in the Tyler Software Product does not substantially remove previous functionality. In the event previous functionality is modified or removed, Tyler will provide an alternate mean to accomplish said process. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process.

b) For as long as a current Maintenance Agreement is in place, Tyler warrants that Tyler Software Products will substantially conform to the then-current Tyler user manuals and the functional descriptions of Tyler Software Products in Tyler's written proposal to City (Exhibit 6, incorporated by reference), if applicable. In the event of conflict between the user manuals and Exhibit 6, Tyler's Proposal shall control for twelve (12) months from the Effective Date. Thereafter, the then-current Tyler user guides will control. If Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the defect. Should Tyler be unable to cure the defect or provide a replacement product, City shall be entitled to a refund of the Application Software License Fee paid for the defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period

commencing on the effective date of this Agreement, and/or to invoke its rights under the Termination clause of this Agreement contained in Section A, Article 5.

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify City against any claim by an unaffiliated third party that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Tyler pre-approves in writing..

b) City's Obligations. Tyler obligations in this section are contingent on the City performing all of the following in connection with any claim as described herein:

i. Promptly notifies Tyler in writing of any such claim;

ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and

iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

i. City's use of a previous version of a Tyler Software Product and the claim would have been avoided had City used the current version of the Tyler Software Product;

ii. City's combining the Tyler Software Product with devices or products not provided by Tyler;

iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;

iv. Corrections, modifications, alterations or enhancements that City made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a sole cause of the infringement;

v. Use of the Tyler Software Product by any person or entity other than City or City's employees; or

vi. City's willful infringement, including City's continued use of the infringing Tyler Software Product after City becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder, provided that Tyler has supplied City, at no charge, with a non-infringing replacement product of at least equivalent functionality.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by City is enjoined, Tyler shall take one of the following actions, at its election:

(a) Procure for City the right to continue using the infringing Tyler Software Products;

(b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing; or

(c) Invoke its rights under the Termination clause of this Agreement contained in Section A, Article 5.

ii. The foregoing states Tyler's entire liability and City's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of Tyler Software Products. Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the Application Software License Fees set forth in Exhibit 4 - Fee and Payment Schedule. Such Application Software License Fees reflect and are set in reliance upon this limitation of liability.

Section C - Professional Services

1. Services. Tyler shall provide the services set forth in this Section C – Professional Services and as more specifically defined in Exhibit 5, “Statement of Work”. City shall be liable to Tyler for the services actually provided to City, subject to any cap or “not to exceed” amount specified herein. In no event shall the total compensation due under this section C.1 exceed ten percent (10%) of the amount set forth in section A.4 without City's prior written approval.

2. Professional Services Fees.

a) Verification in accordance with Exhibit 2 – Verification Test shall be billable to City at the rate for Training & Installation services set forth in Exhibit 1 – Investment Summary.

b) Unless another schedule of payment is set forth in this Agreement or is agreed upon by City and Tyler, payment is due within thirty (30) calendar days of invoice receipt.

c) Expenses shall be billed in accordance with the then-current Tyler Business Travel Policy attached as Exhibit 3, based on Tyler's usual and customary practices. Notwithstanding the foregoing, Tyler shall apply the terms of Tyler's current Business Policy throughout the duration of City's implementation, with the exception of the mileage rates and per diem, which shall follow the standard market fluctuation. Copies of receipts shall be provided upon request at no charge unless all receipts for the duration of the Implementation are required.. Should all receipts for non per diem expenses be requested, an administrative fee of Twenty-Five Dollars (\$25) per

week shall be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services. Services utilized in excess of those set forth in Exhibit 4 – Fee and Payment Schedule and additional related services not set forth in Exhibit 4 – Fee and Payment Schedule shall be billed at Tyler's then current rates. Notwithstanding the foregoing, Tyler's daily service fees for training, consulting and conversion shall be held in place for twelve (12) months following the Effective Date. Tyler shall not perform, nor be compensated for, additional services pursuant to this paragraph without written authorization from City's Representative.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the service fees set forth in Exhibit 4 – Fee and Payment Schedule. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event City cancels services less than two (2) weeks in advance, City is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on City's behalf.

In the event Tyler cancels services less than two (2) weeks in advance, Tyler is liable to City for (i) all non-refundable expenses incurred by City associated with the services in question.

Section D - Maintenance

1. Scope. City agrees to purchase and Tyler agrees to provide maintenance services for Tyler Software Products in accordance with the following terms and conditions, and the Maintenance and Support Level Agreement, attached hereto as Exhibit 5.

2. Term. Maintenance services shall be provided from the first day of training and shall remain in force for a one (1) year term. Upon expiration of the maintenance services, City may renew the maintenance services for subsequent one (1) year periods at the lesser of: (i) the actual increase imposed by Tyler on other clients; or (ii) 5% per year for Years two (2) through five (5) of this Agreement, unless terminated in writing by Client at least forty-five (45) days prior to the end of the then-current term.

3. Payment.

a) **Additional Charges.** Any maintenance services performed by Tyler for City which are not covered, as set forth in Article 5 of Section D, hereunder, including materials and expenses, shall be billed to City at Two Hundred Fifty Dollars (\$250) per hour. In the event the City requires additional services as defined herein, the City shall provide seventy-two (72) hour advanced notice.

b) Tyler reserves the right to suspend maintenance services if City fails to pay undisputed Application Software Maintenance Fees within ninety (90) calendar days of the due date. Tyler will reinstate maintenance services upon City's payment of the overdue Application Software Maintenance Fees.

4. Maintenance Services Terms and Conditions.

- a) For as long as maintenance services are provided, Tyler shall, in a professional, good and workmanlike manner, perform its obligations set forth in this Agreement in order to conform Tyler Software Products to the applicable warranty under this Agreement. If City modifies Tyler Software Products, Tyler's obligations to provide maintenance services on and warrant Tyler Software Products shall be void.
- b) Tyler shall provide telephone support on Tyler Software Products. Tyler personnel will accept telephone calls during the hours of 5 AM PST and 6 PM PST, Monday through Friday, excluding holidays.
- c) Tyler shall continuously maintain a master set of Tyler Software Products on appropriate media, a hardcopy printout of source code to Tyler Software Products, and Tyler user manuals.
- d) Tyler shall maintain personnel appropriately trained to be familiar with Tyler Software Products in order to provide maintenance services.
- e) Tyler shall provide City with all releases Tyler makes to Tyler Software Products. City acknowledges and agrees that a new release of Tyler Software Products is for implementation in Tyler Software Products as they exist without City customization or modification.
- f) City acknowledges and agrees that Tyler reserves the right to cease supporting a prior release of Tyler Software Products six (6) months after shipping a new release of Tyler Software Products.

5. Limitations and Exclusions. Application Software Maintenance Fees do not include installation or implementation of Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, or support outside Tyler's normal business hours.

6. City Responsibilities.

- a) City shall provide, at no charge to Tyler access to Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.
- b) City shall maintain for the duration of the term of receiving maintenance services a VPN connection through Citrix or Microsoft Terminal Services. Tyler, at its option, shall use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the Application Software Maintenance Fees paid to Tyler during the

twelve (12) months prior to the claim. Such Application Software Maintenance Fees reflect and are set in reliance upon this limitation of liability.

Section E - Third Party Products

1. License or Sell Third Party Products. For the price set forth in Exhibit 4 – Fee and Payment Schedule, Tyler agrees to license or sell and deliver to City, and City agrees to accept from Tyler the Third Party Products set forth in Exhibit 4 – Fee and Payment Schedule ("Third Party Products").

2. License of Third Party Software Products.

a) Upon City's payment in full of the Third Party Product Fees, Tyler shall grant to City and City shall accept from Tyler a non-exclusive, non-transferable, non-assignable license to use the Third Party Software Products and related documentation for City's internal business purposes, subject to the terms and conditions set forth herein.

b) The developer of the Third Party Software Products (each a "Developer", collectively "Developers") shall retain ownership of the Third Party Software Products.

c) The right to transfer the Third Party Software Products to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to City. Client shall provide advance written notice to Tyler of any such transfer.

d) City acknowledges and agrees that the Third Party Software Products and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. City shall use best efforts to keep the Third Party Software Products and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the Third Party Software Products and related documentation by any party.

e) City shall not perform decompilation, disassembly, translation or other reverse engineering on the Third Party Software Products.

f) City may make copies of the Third Party Software Products for archive purposes only. City will repeat any and all proprietary notices on any copy of the Third Party Software Products. City may make copies of the documentation accompanying the Third Party Software Products for internal use only.

3. Delivery. Unless otherwise indicated in Exhibit 4 – Fee and Payment Schedule, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to City.

4. Installation and Acceptance. Unless otherwise noted in Exhibit 4 – Fee and Payment Schedule, Tyler Software Product installation fee includes installation of the Third Party Products. Verification of Tyler Software Products in accordance with Article 3 of Section A shall constitute City's acceptance of the Third Party Products. Such acceptance shall be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. City shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a) Tyler warrants that it is authorized by each Developer to grant licenses or sublicenses to the Third Party Products, and that all such licenses or sublicenses granted to City under this Agreement have been authorized by the respective Developersb) Tyler warrants that each Third Party Product shall be new and unused, and if City fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, City's title or license to each Third Party Product shall be free and clear of all liens and encumbrances arising through Tyler, any Developer, or any third party.

c) City acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and shall pass through to City any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products. Tyler shall provide City with copies of all warranties or guarantees provided with any Third Party Product upon installation of the Third Party Product.

7. Maintenance.

a) In the event City elects not to purchase through Tyler maintenance services on the Third Party Products, or such maintenance services are unavailable, City may repair and maintain the Third Party Products and purchase enhancements as necessary after acceptance as set forth in Article 4 of Section E.b) In the event City elects to purchase through Tyler maintenance services on the Third Party Products, Tyler will facilitate resolution of a defect in a Third Party Product with the Developer provided that City may invoke its rights under the Termination clause of this Agreement contained in Section A, Article 5.

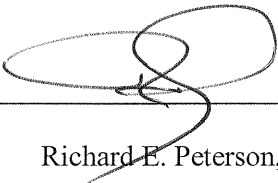
c) In the event the Developer charges a fee for future Third Party Software Product release(s), City shall be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the Third Party Product Fees set forth in Exhibit 4 – Fee and Payment Schedule. Such prices are set in reliance upon this limitation of liability.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Tyler Technologies, Inc.

City of Woodland, California

By: 
Richard E. Peterson, Jr.

President, Large Financial Division

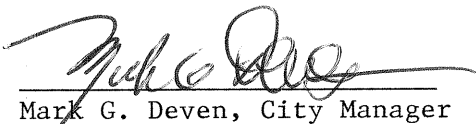
By: 

Name: Marlin H. Davies

Title: Mayor

Date: July 1, 2009

Date: September 1, 2009

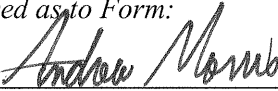
By: 
Mark G. Deven, City Manager

Date: September 1, 2009

Attest:
Name: 

Title: Director of Administrative Services

Date: September 1, 2009

Approved as to Form:
Name: 

Best Best & Krieger LLP

City Attorney

EXHIBIT 1: INVESTMENT SUMMARY

Products and Services		Base Application License Fee	Discount / Contract License Fee	Third Party Product Fees	Training & Installation Hours	Data Conversion Hours	Professional Service Fees	Estimated Travel Expenses
TYLER (EDEN) SOFTWARE PRODUCTS								
EDEN - Financial Applications								
General Ledger / Accounts Payable / Purchasing		\$ 23,600.00	\$ 20,060.00		112.0	56.0	\$ 25,200.00	\$ 4,900.00
Advanced Budgeting		\$ 10,000.00	\$ 8,500.00		32.0	8.0	\$ 6,000.00	\$ 1,700.00
Requisitioning		\$ 5,000.00	\$ 4,250.00		16.0	-	\$ 2,400.00	\$ 850.00
Project Accounting		\$ 15,400.00	\$ 13,090.00		64.0	72.0	\$ 20,400.00	\$ 2,700.00
Inventory Control		\$ 14,500.00	\$ 12,325.00		32.0	48.0	\$ 12,000.00	\$ 1,350.00
Fixed Assets		\$ 9,100.00	\$ 7,735.00		32.0	32.0	\$ 9,600.00	\$ 1,350.00
Accounts Receivable		\$ 9,100.00	\$ 7,735.00		32.0	32.0	\$ 9,600.00	\$ 1,350.00
Cash Receipting Interface		\$ 4,800.00	\$ 4,080.00		40.0	-	\$ 6,000.00	\$ 1,600.00
Executive Dashboard - PORTALS		\$ 9,900.00	\$ 8,415.00		24.0		\$ 3,600.00	\$ 1,400.00
GASB 34 Reporter		\$ 9,700.00	\$ 8,245.00		40.0		\$ 6,000.00	\$ 2,100.00
Web-Extensions - Accounts Payable		\$ 4,100.00	\$ 3,485.00					
Web-Extensions - Accounts Receivable		\$ 5,000.00	\$ 4,250.00					
EDEN - Personnel Applications								
Human Resources		\$ 8,800.00	\$ 7,480.00		32.0	32.0	\$ 9,600.00	\$ 1,350.00
Payroll		\$ 21,300.00	\$ 18,105.00		168.0	72.0	\$ 36,000.00	\$ 7,350.00
Position Budgeting		\$ 3,700.00	\$ 3,145.00		16.0		\$ 2,400.00	\$ 500.00
Web-Extensions - Human Resources		\$ 8,000.00	\$ 6,800.00					
EDEN - Citizen Services Applications								
Parcel Manager								
Permits & Inspections		\$ 18,000.00	\$ 15,300.00		128.0	40.0	\$ 25,200.00	\$ 5,750.00
Utility Billing		\$ 22,800.00	\$ 19,380.00		160.0	80.0	\$ 36,000.00	\$ 7,100.00
Licensing		\$ 10,000.00	\$ 8,500.00		64.0	40.0	\$ 15,600.00	\$ 2,700.00
Customer Requests		\$ 8,000.00	\$ 6,800.00		64.0		\$ 9,600.00	\$ 2,700.00
Web-Extensions - Customer Requests		\$ 4,100.00	\$ 3,485.00					
Web-Extensions - Permits & Inspections		\$ 6,800.00	\$ 5,780.00					
Web-Extensions - Utility Billing		\$ 6,800.00	\$ 5,780.00					
Web-Extensions - Licensing		\$ 4,100.00	\$ 3,485.00					
Utility Billing - Hand-Held Interface		\$ 2,300.00	\$ 1,955.00					
OTHER TYLER (EDEN) SOFTWARE PRODUCTS								
Report Views (SQL) Data Dictionaries		\$ 5,000.00	\$ 4,250.00					
California State Package		\$ 5,000.00	\$ 4,250.00					
Tyler Standard Forms		\$ 16,800.00	\$ 14,280.00					
Tyler Output Processor		\$ 8,200.00	\$ 6,970.00		16.0		\$ 2,400.00	
Tyler Content Manager LE		\$ 10,000.00	\$ 8,500.00		16.0		\$ 2,400.00	

EXHIBIT 1: INVESTMENT SUMMARY (continued)

Products and Services	Base Application License Fee	Discount / Contract License Fee	Third Party Product Fees	Training & Installation Hours	Data Conversion Hours	Professional Service Fees	Estimated Travel Expenses	Time
OTHER EDEN PROFESSIONAL SERVICES								
System Administration		-		24.0		\$ 3,600.00		\$
Web Install & Setup		-		8.0		\$ 1,200.00		\$
Web E-Commerce Setup		-		8.0		\$ 1,200.00		\$
Cashiering Setup including VeriSign		-		8.0		\$ 1,200.00		\$
Premier Project Mgmt. Planning Services (Flat Fee)		-				\$ 17,000.00	\$ 3,550.00	\$
Chart of Accounts Consultation		-		40.0		\$ 6,000.00	\$ 1,600.00	\$
On-Sight Data Review		-			64.0	\$ 9,600.00	\$ 2,700.00	\$
Senior Mgmt. / End-User Training		-		80.0		\$ 12,000.00	\$ 3,550.00	\$
Business Process Consultation (Off-Site)		-		160.0		\$ 24,000.00	\$ -	\$
Permits & Inspections Data Conversion		-			24.0	\$ 3,600.00		\$
Operating System and Database Support (OSDBA)		-						
EDEN Support Plus		-						
Sub-Total Tyler (EDEN)	\$ 289,900.00	\$ 246,415.00		1,416	632	\$ 324,200.00	\$ 58,150.00	\$
THIRD PARTY PRODUCTS								
EDEN Integrated Cashiering IMAGING Included (5 Cashiering Stations)			\$ 38,250.00	32.0		\$ 4,800.00	\$ 1,700.00	\$
Cashiering Hardware (5 Stations)			\$ 12,675.00					\$
Crystal Reports (site License)			\$ 14,280.00					\$
Crystal Beginner Classes				32.0		\$ 4,800.00	\$ 1,350.00	\$
Crystal Reports - Intermediate Class Financials				32.0		\$ 4,800.00	\$ 1,350.00	\$
Crystal Reports - Intermediate Class Personnel				32.0		\$ 4,800.00	\$ 1,350.00	\$
Crystal Reports - Intermediate Class Citizen Services				32.0		\$ 4,800.00	\$ 1,350.00	\$
Crystal Reports Software Assurance								
MapObjects Runtime			\$ 800.00					\$
Sub-Total Third Party		\$ -	\$ 66,005.00	160		\$ 24,000.00	\$ 7,100.00	\$
Totals	\$ 289,900.00	\$ 246,415.00	\$ 66,005.00	1,576.00	632.00	\$ 348,200.00	\$ 65,250.00	\$

Exhibit 2 – Verification Test

The Verification Test will be conducted after Tyler Software Products are installed and before they are implemented. The Verification Test is performed using Tyler sample database. Such database contains general information applicable to all Tyler clients. As such, the Verification Test will not demonstrate City-specific functionality. Rather, the Verification Test will confirm that Tyler Software Products are installed and performing baseline functions.

Client: City of Woodland, California

Contact:

Date:

Financial Products

1. View general ledger accounts form (Initial) _____
2. View budget documents
3. View accounts payable vendor form
4. Find purchase orders in purchase order inquiry
5. View inventory item form
6. View fixed assets form
7. View projects form
8. View accounts receivable customers form

Customer Information System Products

1. View fee schedule with rate tables (Initial) _____
2. View utility billing account form
3. View utility billing customer form
4. View parcels form
5. View license form
6. View permits form

Personnel Products

1. View employee form (Initial) _____
2. View position form
3. View deduction codes
4. View pay type codes
5. View shift calendars

Exhibit 3 – Business Travel Policy

Airfare

All airfare will be booked Economy Class, with best efforts to make reservations 2 – 4 weeks in advance for best pricing. All air tickets will be booked “non refundable” to minimize ticket costs. If change fees or other additional charges are incurred as a result of City rescheduling, cancellations, or other factors that impact the planned dates for a trip, the City will be billed for those charges.

Airport Parking

City is billed for the cost of on-airport long term parking costs incurred while staff is traveling to City site.

Mileage

Federal Government Rate

Tyler employee mileage to the airport, train terminal, etc. for the client trip will be billed at the IRS designated reimbursement rate per mile. Actual mileage for the employee travel to the site will be billed at the IRS rate if not traveling by air, rail, etc.

Airport Shuttle

If Tyler employee uses the service of an airport shuttle, this amount will not exceed the standard rate for airport parking (as noted above) plus mileage to and from the airport.

Car Rental

Tyler has negotiated rates with national automobile rental companies to minimize car rental fees. Actual cost of car rental, taxes, refueling costs etc. will be billed to the City.

Hotel/Motel

Tyler employees will stay at medium-class hotels/motels (less than 4 stars) when available. 4 or 5 Star hotels/motels may be selected if, during promotional times, prices can be negotiated at rates similar to 3 star facilities.

Meals

Federal daily per diem rate for City location will apply. Per diem will include travel time to and from the Client location.

Miscellaneous

All direct expenses not included above will be billed to the City. This includes but is not limited to such items as internet connectivity (if not included free in the cost of hotel) and any other incidentals such as copies, supplies, road tolls, local parking fees, etc. directly related to time spent on site.

Exhibit 4: Fee and Payment Schedule

Payment schedule based upon a total investment summary of **\$ 725,870.00** and support payments of **\$ 94,598** (includes Tyler/ EDEN and 3rd party support)

Year 1 – Fiscal Year 2009/ 2010

- Payment Due: \$ 154,000 upon contract execution
- Support Due: \$ 0 – Tyler/ EDEN support waived (\$80,772) for one year from contract execution.
- All 3rd party support due = \$13,826 upon contract execution

Year 2 – Fiscal Year 2011

- Payment Due: \$ 154,000 one year from contract execution
- Support Due: \$ 84,810 one year from contract execution
- 3rd party support = \$13,826* one year from contract execution

Year 3 – Fiscal Year 2012

- Payment Due: \$ 154,000 two years from contract execution
- Support Due: \$ 89,051 two years from contract execution
- 3rd party support = \$13,826* two years from contract execution

Year 4 – Fiscal Year 2013

- Payment Due \$ 154,000 three years from contract execution
- Support Due: \$ 93,504 three years from contract execution
- 3rd party support = \$13,826* three years from contract execution

Year 5 – Fiscal Year 2014

- Payment Due \$ 154,000 four years from contract execution
- Support Due: \$ 98,179 four years from contract execution
- 3rd party support = \$13,826* four years from contract execution

* Client shall be liable to Tyler for actual Third Party Support increases in Years 2 through 5. Tyler has no control over the maintenance increases charged by 3rd party providers. Although no increases have been shown, the increases by the 3rd party provider will be passed on and billed to Client.

EXHIBIT 5: Maintenance and Support Level Agreement

Support Services

Tyler knows that satisfied clients—more than any other single factor—determine a company's ongoing success. We also recognize that support is a key component of customer satisfaction. That's why we provide our clients with support in a variety of ways. We want to ensure they maximize their use of EDEN, receiving the best return on their investment.

Some companies contract out application support to a less-knowledgeable third party. In contrast, Tyler offers a complete solution, with all EDEN Customer Support Services provided by in-house expertise. Our mission is to become the industry leader in providing timely response and call closure to clients and on-site trainers, resulting in a high-level of client satisfaction.

The EDEN support solution includes the following services, described in detail in the sections that follow:

EDEN Help Desk	Included with Annual Support
Software Development and Updates	Included with Annual Support
OSDBA Help Desk	Optional
Customer Care	Included with Annual Support
Disaster Recovery	Optional
Consulting Group	Optional
Web Page Customer Tools/Information Access	Included with Annual Support
Local Group Training	Optional
Local User Groups	Included with Annual Support
Annual Users Conference	Optional

EDEN Help Desk

Customer Support averages a less than 1 hour response time on all priority 1 calls and a less than 3 hour response time on the remaining calls, unless received at the end of the day; those calls are returned the next morning.

Focused by Application

EDEN Customer Support is divided into application-specific teams, plus a separate team for OSDBA (Operating System / Database Administration) contract clients. Application-specific

teams allow a technician to focus on a group of applications and therefore offer more detailed support to our clients.

Call Tracking and Priorities

Tyler records all client contacts in a Customer Response Management (CRM) system. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, problem description, support recommendations, client feedback, FERs (Fix or Enhancement Requests) to Development, and resolution.

A priority is assigned to each call logged:

#	Description	Average response time
1	Critical Issue – system is down	<1 Hour
2	Severe issue, but there is a work around	<2 Hours
3	Important issue – not severe	<4 Hours
4	Lowest priority issues	1 Business Day

For system applications, standard phone support coverage is from 5:00 AM to 6:00 PM (Pacific Standard Time) Monday through Friday. OSDBA Support is available from 5:00 AM to 6:00 PM (PST) Monday through Friday. The client can also contract with Tyler for support service outside of standard hours.

Call Escalation Process

Each day, Senior Technicians, Team Leaders, and Senior Analysts review open calls in their focus area to monitor progress.

Calls still open are reviewed periodically and escalated as required. The priority of a given call may be modified as Tyler becomes more informed about the circumstances surrounding an issue. For example, a lower priority call may become Priority 1 if research discovers a more critical issue or a previously unknown deadline or penalty.

Remote Diagnostic Tool

Should Tyler need to access a client's server to diagnose a problem, GoToAssist is used to share the client's desktop via the Internet. EDEN Support can temporarily assume control of the client's desktop to show them how to use a program or how to find information in a report. In addition, the client can show the EDEN Help Desk how they are using EDEN and what they are experiencing. GoToAssist also supports the transfers of files, if necessary. EDEN Support also utilizes VPN connections working with SQL tools directly against database servers in the event of data issues.

Web / E-mail Support

Support is available from the EDEN Client Support section of www.tylertech.com. Using our website, a client can enter new support issues, manage existing issues and contact Support personnel. EDEN offers the alternative of email support; however, because response time may be longer, Tyler recommends that clients use e-mail for non-urgent support issues only.

OSDBA Help Desk

The EDEN OSDBA (Operating System / Database Administration) Department is configured as a separately billable service to Tyler clients on a contract basis.

If the client opts for this service, a one-day analysis performed remotely by an OSDBA technician is included. This analysis performs recommended EDEN and RDBMS (Relational Database Management System) tasks, including consistency checking, space evaluations, data space recovery, hard disk re-configuration, backup recovery verification, and system table updates. This establishes a stable base from which further system support can be provided.

The primary areas of provided services include:

Operating System Support

Basic OS System Administration

Cleaning up file systems

Printer installation & configuration assistance

Cash Station (POS) installation & configuration assistance

System backup configuration assistance

System recovery assistance

System transfer services

RDBMS Database Software Support

RDBMS (Relational Database Management System) Administration assistance

RDBMS software upgrade installation assistance

Data recovery assistance

Connectivity software installation & configuration assistance

RDBMS tuning assistance

EDEN Software Support

Maintenance Release/Upgrade installation assistance

Additional OSDBA Services

Some of these services are available at no charge or for a minimal fee with your OSDBA contract:

EDEN Server System Maintenance

Remote System Administrator Training

Server Transfer Service every two years

See the Product Brief for Consulting Group for more details.

Customer Care

Customer Care is a hands-on role dedicated to maximizing the customer satisfaction of Tyler Clients using the EDEN software solution. The customer care team is chartered with the responsibility of staying in touch with the client base and understanding the generic and specific customer satisfaction issues. This will include organizing and making recommendations to EDEN Management regarding product improvements, and recommending business process or delivery practices improvement. The team will identify and provide services/methods that will enhance the product knowledge and use of the Product by the installed base so that our Clients maximize their product leverage with minimal intervention required by Support or Training departments. This team also provides the focal point for organizing local/regional user groups and will facilitate the inter-agency communication of EDEN clients.

Web Page Customer Tools / Information Access

Like most Web sites, www.tylertech.com is designed to provide information to clients, employees, and prospects.

One aspect that stands apart is a section called Customer Tools within EDEN Client Support. This section provides valuable information of specific interest to the client base. For example, clients can:

Research server requirements and hardware installation instructions

Review and register to attend regional Group Training Seminars, the Annual User Conference, or regional User Group Meetings

Download information about EDEN Releases, Online Manuals, Trouble Saving Tips, and Crystal Report templates

Log issues with the Support Department

Register for e-mail notification of support issues

Attend scheduled electronic meetings for training and product demonstrations

Local Group Training

The Consulting Group offers clients cost-effective group classes, scheduled at regular intervals, available at regional locations throughout the United States. These training classes can:

Be a refresher on procedures run just once a year

Describe how to implement an advanced function

Provide instruction on using new functionality

Tyler mails course descriptions with suggested target audiences to all current users. Clients can also refer to the EDEN Client Support section of www.tylertech.com. Examples of classes:

EDEN 4.x - Improvements and Enhancements

Fixed Assets

Monthly Reconciliation

Budget Preparation

Personnel - Salary and Benefit Projections

System Administration

W-2 / 1099 Processing

ORANGE\SKLEINBERG\57153.7

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING EXTENDING AN EXISTING AGREEMENT WITH TYLER
TECHNOLOGIES, INC., FOR MAINTENANCE AND SUPPORT LEVEL**

WHEREAS, the City of Woodland wishes to extend an existing agreement an additional five years with Tyler Technologies, Inc., for Maintenance and Support Level (“Agreement”); and

WHEREAS, this agreement will be valid until June 30, 2022; and

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

Section 2. A copy of the Agreement is available and on file in the City Clerk’s office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this _____ day of _____ 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: August 18, 2020
ITEM #: G.11
SUBJECT: Animal Services Contract - Fiscal Year 2020/21

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2020/21 Animal Services Agreement with Yolo County in the amount of \$738,530.

Staff Contact

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

Fiscal Impact

The proposed contract results in an annual cost of \$738,530 for animal services provided to the City of Woodland through a contract with Yolo County. The proposed contract for FY2020/21 represents an contract amount nearly equivalent to FY2019/20 and is consistent with the amount assumed within the City's FY21 budget.

Background:

The County of Yolo, through the Sheriff's Department/Animal Control Division and under an agreement with the City of Woodland, provides animal control services to the Woodland community. Section 6.0.4 of the Woodland Municipal Code adopted in 1974, delegates animal control responsibilities and authority to the County. The Animal Control Services Division of the Yolo County Sheriff's Office provides animal control services to all cities in the county, the University of California at Davis, and all unincorporated areas of the county. The Division staff includes animal control officers who respond to calls for service in our community, and animal shelter staff who maintain a safe and humane environment for animals that have been taken to the shelter. Additionally, the Division has and/or contracts for veterinary and other staff available to care for injured animals. The Division performs all animal control services for the City including animal licensing, pick up of stray or injured animals, pick up of dead animals, quarantine of animals when required, and the sheltering, release and adoption of impounded animals. For health and safety reasons, some animal services such as vicious animal calls or dog bite reports are mandated.

Discussion:

The cost of providing these services is allocated between the County and the cities based upon an agreed-upon methodology that includes allocation of fixed annual costs, as well as proportional share of "variable" costs, based on the number of service calls received from each jurisdiction (animal control) and the number of animals housed at the shelter (animal services). The County also collects and retains all fees (license fees collected from pet owners in the cities and unincorporated county, redemption fees, neutering fees, etc.) for the animal control program. Each jurisdiction is, in turn, credited for the amount of fees collected. The cost of services assigned to each agency, less fee revenues collected, determines the contract amount for each fiscal year.

For FY2020/21, the overall cost of supporting the County's animal services functions is estimated at \$2,337,5113 and is roughly equivalent to the prior year's budget. The cost allocated to the City of Woodland reflects both our proportionate share of this general increase, as well as adjustments made last year that result

from updating the three-year average of calls for service and animal intake at the shelter. As proposed, the City of Woodland's contract amount for FY2020/21 represents approximately 31.6% of the overall cost of countywide animal services. Animal Services Division statistics show that the City of Woodland is responsible for approximately 37% of all division workload. By comparison, the cities of West Sacramento and Davis provide 27.5% and 14% of program costs, respectively, while Yolo County accounts for 23%. The balance (5%) is allocated to UC Davis and the City of Winters.

The proposed contract between Yolo County and the City of Woodland for animal services from July 1, 2020 through June 30, 2021 results in an annual cost of \$738,530. Any future changes to the overall Animal Services scope of work, contract services and/or amount will be executed through an amendment of the attached agreement.

The County and representatives from the participating jurisdictions have established a new joint powers authority (JPA) to develop a strategic plan for the provision of animal services in Yolo County. Additionally, the goal of establishing the JPA was to provide an increased role for participating agencies in policy decisions that impact operating costs of the existing program, as well as to explore options for construction of a new animal shelter facility through a public/private partnership. Council Member Fernandez is the City's designated representative to the JPA.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving the Fiscal Year 2020/21 Animal Services Agreement with Yolo County in the amount of \$738,530.



Ken Hiatt
City Manager

Attachments:

1. Resolution_Animal Services-FIN
2. Animal Services Contract

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE FISCAL YEAR 2020/21 ANIMAL SERVICES AGREEMENT WITH
YOLO COUNTY IN THE AMOUNT OF \$738,530**

WHEREAS, the County of Yolo, through the Sheriff-Coroner's Office, provides animal control services to the City of Woodland through a contractual agreement; and

WHEREAS, Section 6.0.4 of the Woodland Municipal Code adopted in 1974, delegates animal control responsibilities and authority to the County; and

WHEREAS, the cost of providing animal control services to the City of Woodland for FY2020/21 is \$738,530; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND HEREBY
RESOLVES:**

Section 1. The Agreement between Yolo County and the City of Woodland for Animal Control Services for FY2020/21 is approved.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



YOLO COUNTY SHERIFF'S OFFICE

140 TONY DIAZ DRIVE, WOODLAND, CA 95776

(530) 668-5280 WWW.YOLOCOUNTYSHERIFF.COM

TOM A. LOPEZ
SHERIFF ~ CORONER ~
PUBLIC ADMINISTRATOR

DALE JOHNSON
UNDERSHERIFF

ADMINISTRATION
(530) 668-5280

FINANCE
PERSONNEL
CIVIL

TRAINING
PLANNING & RESEARCH

CAMERON TRAINING
FACILITY
(530) 668-5245
INMATE EDUCATION
INMATE PROGRAMS
INMATE TRAINING

CORONER'S SECTION
(530) 668-5292

PUBLIC ADMINISTRATOR
(530) 668-5280

FIELD OPERATIONS
(530) 668-5280
COMMUNITY RESOURCES
CRIME PREVENTION
INVESTIGATIONS
MARINE PATROL
PATROL

SEARCH & RESCUE
AERO SQUADRON
CADETS
POSSE RESERVES
STARS

ANIMAL SERVICES
(530) 668-5287

LEINBERGER
DETENTION
(530) 668-5254
CORRECTIONS
COMMISSARY
INMATE WORK PROGRAMS

MONROE DETENTION
(530) 668-5245
CORRECTIONS
COURT SERVICES
FOOD SERVICES
RECORDS
TRANSPORTATION

June 17, 2020

Ken Hiatt, Interim City Manager
City of Woodland
300 First Street
Woodland, CA 95695

Re: Animal Services Fiscal Year 2020-21 Agreement

Enclosed is the agreement between the Yolo County Sheriff's Office and the City of Woodland for the provision of Animal Services from July 1, 2020 through June 30, 2021. Patrol services will be provided by the Sheriff's Office Animal Services Division from 8:00 a.m. to 5:00 p.m. Monday through Saturday. Services outside these hours will be provided only when authorized in advance by a representative of the City of Woodland, except when required by Health and Safety or Penal Codes. The cost to the City of Woodland for shelter care and patrol services during the contract time period will be \$738,530. Total program cost is based on the Fiscal Year 2020-21 Animal Services Base Budget with a 5% reduction as requested by the Yolo County CAO on April 16, 2020. Any future changes to the overall Animal Services scope of work, contract services and/or amount will be executed through an amendment of the attached agreement.

Extraordinary incidents, defined as an incident that requires 10 or more County staff response hours, will be billed at a rate of \$44.00 per hour in addition to the yearly amount.

Please return the two executed copies to my attention. A fully executed copy will be returned to your office once completed by our Board of Supervisors.

Sincerely,

Mirthala Santizo
Sheriff's Chief of Finance
Yolo County Sheriff's Office

Attachment: FY 2020-21 Animal Services Agreement (2 copies)

"Honored to Serve"

YOLO COUNTY AGREEMENT NO. _____

**AGREEMENT BETWEEN THE COUNTY OF YOLO
AND THE CITY OF WOODLAND FOR
ANIMAL CONTROL SERVICES**

This Agreement ("Agreement") is made and entered into this 1st day of July, 2020, by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Woodland, a municipality under the laws of the State of California ("City").

RECITALS

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement.

NOW, THEREFORE, the City and the County agree as follows:

I. SERVICES TO BE PROVIDED BY THE COUNTY

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Section of its Sheriff's Office, within the corporate limits of the City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and require the provision of veterinary care per Penal Code section 597(f).
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code sections 120210-121690.
3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.

4. Response to vicious animals.
 5. Response to free roaming or contained stray dogs.
 6. Services provided by the County shall be limited as follows:
 - a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing fowl or other nuisance complaints will be limited to receiving and forwarding complaints.
 - b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.
- B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.
- C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.
- D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

II. COMPENSATION TO BE PAID BY THE CITY

- A. City agrees to compensate the County annually, on a quarterly basis, in the following amount:

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2020-06/30/2021	\$ 738,530.00	\$ 184,632.50

- B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent Agreement termination.

- C. Hourly Rates – The County may bill the City in addition to the annual agreed compensation an additional hourly fee for an extraordinary incident. An “Extraordinary Incident” is defined as one incident that requires more than ten (10) county staff hours. The hourly rate for Extraordinary Incidents is \$47.00 per hour. The County will

bill these charges quarterly.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in a special “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” that the County will provide the City.

In further consideration of the rendition of the foregoing services by the County, the City agrees that County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance. Should the revenue collected from licensing within the City’s jurisdiction exceed the anticipated fiscal year amount of \$176,572, the final quarterly payment owed to the County from the City shall be adjusted accordingly.

E. The County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for care and feeding of these animals.

III. REPORTS

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work product, including writings, worksheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

V. RECORDS RETENTION

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

VI. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2020 until June 30, 2021, unless sooner terminated as hereinafter provided.

B. This Agreement may be extended for a period of one year based on mutual agreement of the County and the City.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said 15-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that thirty 30 days' written notice is given.

VII. INDEMNIFICATION

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

VIII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in the Superior Court of California, County of Yolo.

IX. NOTICE

A. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Woodland:	City of Woodland City Manager's Office 300 First Street Woodland, CA 95695 Attn: Ken Hiatt (530) 661-5800
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County:	Yolo County Sheriff's Office 140 Tony Diaz Drive Woodland, CA 95776-9327
---------	--

Attn: Mirthala Santizo
(530) 668-5264

B. In lieu of written notice to the above addresses, any party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 661-5813

County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

X. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and the City.

XI. WAIVER

Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any of its provisions.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

County of Yolo

By _____
Supervisor Gary Sandy, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip Pogledich, County Counsel

By _____

City of Woodland

By _____
Rich Lansburgh, Mayor
City of Woodland

Attest:
Ana Gonzalez, City Clerk
City of Woodland

By _____
Deputy (Seal)

Approved as to Form:

By _____
Kara Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.12
SUBJECT: Contract Amendment for Construction Management and Inspection Services for Improvements Associated with Pioneer/Parkland Ave. Widening and Hunt St. Improvements

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #2 for construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$33,156 for the Pioneer/Parkland Ave. Widening and Hunt St. Improvements; and authorize the City Manager to execute the agreement.

Staff Contact:

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

Fiscal Impact:

Construction management and inspection of the Pioneer/Parkland Ave. Widening and Hunt St. Improvements are funded by fees paid by the developer for this purpose. The original contract with Associated Engineering Consultants (AEC) was approved on March 1, 2018 for \$214,576. Amendment #1 executed on February 3, 2020 added an additional \$30,000 to the contract. The total construction management cost including the original contract and both amendments is now \$277,732.

All contract costs will be paid out of a deposit account that has been funded by the developer. There is no impact to the general fund.

Background:

On April 16, 2015, the City Council approved the Spring Lake Central Tentative Subdivision Map No. 5027. Construction of the Pioneer/Parkland widening and Hunt St. Improvements began in April 2018.

The original construction management and inspection contract was based on 12 months of construction. This project has been under construction for 28 months.

Discussion:

The construction of the Pioneer/Parkland Ave. Widening and Hunt St. Improvements include improvements that will be City owned once complete. As such, the City is required to provide construction management and inspection for these projects. The recommended action to execute an additional contract amendment will allow for continuation in providing these necessary construction services.

AEC is currently providing these construction services and are included on the City's list of firms pre-qualified to provide Construction Management and Inspection Services. After a review of the listed firms and the experience of each providing similar services it was determined that AEC is the most qualified to continue providing these services for this project.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, to approve amendment #2 for

construction management and inspection with Associated Engineering Consultants, Inc. in the amount of \$33,156.00 for the Pioneer/Parkland Ave. Widening and Hunt St. Improvements; and authorize the City Manager to execute the agreement.

Prepared By: Miguel Chavez, Sr. Construction Project Manager

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



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AMENDMENT #2 WITH ASSOCIATED ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE PIONEER/PARKLAND AVE. AND HUNT ST. IMPROVEMENT PROJECT

WHEREAS, On April 16, 2015, City Council approved the Spring Lake Central Tentative Subdivision Map No. 5027; and

WHEREAS, the Pioneer/Parkland Ave. Widening and Hunt St. Improvement project and associated improvements have been in construction since mid 2018; and

WHEREAS, the original contract with Associate Engineering Consultants was for \$214,576 and Amendment #1 was for \$30,000 and Amendment #2 is for \$33,156 for a contract total of \$277,732; and

WHEREAS, the City desires to continue to have the construction management and inspection of these improvements performed by an experienced consultant selected by a qualification based selection process; and

WHEREAS, the City Council wishes to amend the consultant agreement and authorize its 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 consultant services agreement amendment #2 with Associated Engineering Consultants Inc. and authorizes and directs the City Manager to execute the agreement in the amount of \$33,156 for the Pioneer/Parkland Avenue. Widening and Hunt St. Improvements subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. An executed copy of the Agreement is available and on file in the City Clerk's office and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 18th day of August 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: August 18, 2020
ITEM #: G.13
SUBJECT: Plans and Specifications, and Bid Advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05

Recommendation for Action: Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05.

Staff Contact:

Ed Wisniewski, Senior Civil Engineer - (530) 661-5975, ed.wisniewski@cityofwoodland.org

Fiscal Impact:

Funding for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05, is included in the Capital Budget approved by City Council on June 16, 2020. The funding source is the Spring Lake Infrastructure Fund (Roads). The project has a current budget of \$985,000. Estimated project costs, including design, construction, construction management and inspection, contingency, and project management, is currently \$1.4 million. Construction Contract Award will be presented to Council for approval at a future date, at which time additional SLIF funding may be allocated to the project, if needed. It was anticipated that SLIF funding would be used to pay for project construction with future cost participation from the Woodland Research and Technology Park Specific Plan.

There is no impact to the General Fund.

Background:

The City of Woodland received Planning Application PLNG17-0017 for the Woodland Research and Technology Park Specific Plan (SP-1A) on March 6, 2017. The project, initiated by the majority landowner within the proposed Specific Plan boundary and in communication with the remaining four property owners, encompasses 351 acres southeast of Farmer's Central Road and Highway 113. As envisioned, the plan aligns with the goals and policies prescribed for the southern "new growth" areas by the 2035 General Plan.

On June 6, 2017, the City of Woodland authorized City staff to proceed with preparation of the Specific Plan as proposed by the Woodland Research and Technology Group ("Applicant") (PLNG1700017).

On May 15, 2018, the City Council approved a Professional Engineering Services agreement with Mark Thomas for \$153,769, whereby Consultant agreed to provide professional engineering design and consulting services for the Woodland Research and Technology Park Parkland Overcrossing and State Route 113 and County Road 25A (SR113/CR 25A) Interchange Project Study Report/Project Development Study (PSR/PDS) project ("Project").

On July 5, 2018, the City Manager executed Amendment #1 to the Mark Thomas Agreement to reduce the total compensation for the Project, which resulted in a total contract amount of \$144,377.

Discussion:

The PSR-PDS process is a required CALTRANS stepped process whereby the planning aspects of the PSR-PDS must be verified through the civil engineering design prior to approval to continue the process to receive final approval to construct improvements to CALTRANS transportation facilities within their ROW.

As the Woodland Research and Technology Park Specific Plan builds out, improvements to SR113/CR25A interchange will be required. In addition, a SR113 vehicle overpass will need be constructed in the future to support the south area existing and future development on the east and west sides of SR113. The preparation of a PSR-PDS will identify preliminary transportation facility improvements and cost estimates that will be used to establish fair share cost allocations to future development projects and the City.

In preparation of the Woodland Research and Technology Park Specific Plan, various technical studies and environmental review documents are required to inform land use, infrastructure, environmental mitigation and project phasing and financing strategies. The city will rely on the use of professional services consultants to assist in the development of these documents to keep the project on schedule.

Mark Thomas, as part of the preparation of the “Project,” was tasked with preparing preliminary alternative highway concept geometric designs SR113/CR25A Interchange for the future design and construction of the ultimate “SR113/CR25A Interchange” improvements.

Although this PSR/PDS work is not yet complete, Mark Thomas has determined that the ultimate interchange improvement is estimated to be in the range of \$10-15 million. The traffic studies for this report recommended that the City should pursue an interim improvement at this interchange that will allow for the full buildout of Spring Lake along with a minor amount of growth within the Woodland Research and Technology Park.

On April 16, 2019, the City Council approved a Professional Engineering Services Agreement with Mark Thomas for \$226,375 for the design of interim improvements to the SR-113/CR-25A interchange. Proposed improvements include widening the northbound and southbound off ramps and placing turn lanes on CR 25A. These interim improvements will be constructed within existing State Rights of Way (ROW) and do not require widening the structure over SR 113. The costs of the improvements are currently estimated at \$913,400 which is within the \$1,000,000 limit set by Caltrans for project approval through the Encroachment Permit Process, rather than the more expensive and time-consuming Permit Engineering Evaluation Report (PEER) or standard Project Development Improvement (PID) process.

Plans and specs are now complete, and staff is requesting City Council approval of the construction documents and authorization to advertise the project for bids. Staff anticipates that construction contract award will be presented to Council for approval in late fall. Construction is anticipated to take approximately 6 months, with project completion estimated in Summer of 2021.

Conclusion:

Staff recommends that City Council adopt Resolution No. _____, approving the project plans and specifications and authorizing bid advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05.

Prepared by: Ed Wisniewski, Senior Civil Engineer

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE SR-113/CR-25A INTERCHANGE
MODIFICATIONS PROJECT, CIP #20-05.**

WHEREAS, the Project is identified in the current capital budget as SR-113/CR-25A Interchange Modifications, Phase 1 (CIP #20-05); and

WHEREAS, the Project is currently funded with \$985,000 in SLIF Roads (Fund 682) funding; and

WHEREAS, the City of Woodland wishes to construct the improvements identified in the plans and specifications; and

WHEREAS, pursuant to CEQA Section 15162, the project improvement is consistent with the prior approved Environmental Impact Report (SCH #99022069, Turn of the Century EIR) for the Spring Lake Specific Plan certified on August 15, 2000.

WHEREAS, the City of Woodland wishes to approve the plans and specifications for the SR-113/CR-25A Interchange Modifications Project, CIP 20-05; and

WHEREAS, the City Council has the authority to approve projects for bid; and

WHEREAS, the City Council wishes to authorize bid advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP #20-05; and

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

Section 1. The City Council hereby approves the plans and specifications and authorizes bid advertisement for the SR-113/CR-25A Interchange Modifications Project, CIP #20-05.

PASSED AND ADOPTED this 18th day of August 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: August 18, 2020
ITEM #: G.14
SUBJECT: Approve Amendment #9 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #9 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

Staff Contact:

Tim Busch, Principal Utilities Engineer (530) 661-5963, tim.busch@cityofwoodland.org

Fiscal Impact:

The Ferguson Group has been providing federal representation and advocacy services for flood mitigation to the City for 9 years and has maintained the cost of \$40,000 per year. The cost of the advocacy services is considered part of the project budget. Approval of amendment #9 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) services to \$400,000. The amendment covers the Ferguson Groups services through the attached scope of work.

This project is included in the Capital Budget approved by Council with \$5,050,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 16, 2020. The budget includes approximately \$600,000 in funding that is expected to be reimbursed through the Urban Flood Risk Reduction (UFRR) grant. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background:

In September of 2011, the City Council approved an agreement with the Ferguson Group to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek. The original agreement was for a 12 month period. Subsequently, Council has approved Amendments to that contract whereby each extended the contract 12 months at an additional cost of \$40,000.

Discussion:

Addressing the flood problem from Cache Creek is a complex process involving the City, County, State and Federal governments. The Ferguson Group helps the City maintain a presence in Washington D.C. to assist the City in developing and maintaining a relationship with the Senate, House of Representatives, and Army Corps of Engineers with a goal of ultimately receiving federal funding for a future Woodland Flood Risk Reduction Project.

The City of Woodland and the Ferguson Group will continue to advocate for additional federal funding for the project, ultimately seeking construction funding. The City's consultant team, staff, and the Flood Control Advisory Committee have been working diligently to advance the Lower Cache Creek Feasibility Study and will continue to work with the Army Corps of Engineers (Corps) and the Department of Water Resources to try

to define a project that works for the Woodland community at the least cost for the federal, state and local sponsors. Recent efforts and near term ongoing efforts include work to complete the study in summer 2021 and to obtain Federal Authorization of the Project and working with Corps staff in Washington, DC.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #9 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

Prepared By: Tim Busch, Principal Utilities Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONTRACT AMENDMENT #9 WITH THE FERGUSON GROUP FOR
FEDERAL REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD
MITIGATION**

WHEREAS, the City Council approved an agreement with the Ferguson Group in September of 2011 to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek; and

WHEREAS, said agreement was amended in July 2012 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in October 2013 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in August 2014 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in August 2015 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in September 2016 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in September 2017 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in September 2018 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, said agreement was amended again in August 2019 to add an additional 12 months to the term of the contract at a cost of \$40,000 for the year; and

WHEREAS, the City desires the consultant to continue in necessary advocacy efforts with the Senate, House of Representatives, and Army Corps of Engineers with a goal of ultimately receiving federal funding for a future Woodland Flood Risk Reduction Project; and

WHEREAS, the Ferguson Group has agreed to extend their contract through this amendment for an additional 12 months at a cost not to exceed \$40,000; and

WHEREAS, the City Council wishes to approve the Amendment to the Agreement and authorize its 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 authorizes the City Manager to execute the amendment with the Ferguson Group subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change, and

Section 2. An executed copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made part of this Resolution.

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



July 29, 2020

Mr. Ken Hiatt
City Manager
City of Woodland
300 First Street
Woodland, CA 95695

RE: Request for Extension of Existing Agreement – September 1, 2019 – August 31, 2020

Dear Mr. Hiatt:

The Ferguson Group, LLC (TFG) is pleased to submit this request for an extension of our current agreement with the City of Woodland for Washington representation and consulting services for an additional twelve-month period, from September 1, 2020 to August 31, 2021. We seek no change in the rate of compensation (\$40,000 annually, billed in monthly installments of approximately \$3,333.00) and agree to perform the tasks in accordance with our proposal dated August 8, 2011, which was incorporated by reference into the original agreement between the City of Woodland and TFG.

Over the last year, TFG has continued to work with the City, the City's congressional delegation, and the Corps of Engineers (Corps) to secure additional resources to accelerate work on the Lower Cache Creek Feasibility Study (LCCFS). On February 10, 2020, as you know, the Corps announced the allocation of \$635,000 to complete the LCCFS. We are now working with the City, the City's congressional delegation, the Corps, and your consultant team to secure a completed feasibility study and an authorization for the Corps to proceed to construction of the project at the earliest possible date.

TFG also continues to help the City of Woodland identify viable sources of competitive grant funding. TFG provides updates on a weekly basis to the City on new competitive grant opportunities, and assists the City, when requested, with grant research and the review of competitive grant applications prior to submission. The TFG grants team is also available to assist the City in writing grant proposals, if there is a need for such services.

We greatly appreciate the opportunity to work with the City of Woodland, and we look forward to continuing to help you accelerate work on, and secure federal support for, the Lower Cache Creek flood control project and other City priorities. If you require anything more from TFG as you consider our request for an extension of our current agreement, please let me know.

Sincerely,

W. Roger Gwinn
CEO



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.15
SUBJECT: Agreement between the Local Government Commission and the City of Woodland to implement a Community Rain Garden Demonstration Project at Crawford Park

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, 1) Authorizing staff to execute an Agreement with LGC to implement the Community Rain Garden Demonstration Project at Crawford Park that is substantially similar to the one attached to this Resolution and the accompanying staff report provided that LGC receives an extension of time through approximately September 2021 to ensure that the project can be completed and funds disbursed, and permitting the City Attorney to make clarifying and confirming changes provided that the dollar amount does not change, 2) authorizing appropriation of \$49,000 to the Fiscal Year 2020/2021 Sustainability Fund (365) budget and 3) appropriating the same \$49,000 to Capital Improvement Program (CIP) Project #21-11.

Staff Contact:

Ken Loman, Environmental Sustainability Manager, (530) 661-2060, ken.loman@cityofwoodland.org

Fiscal Impact:

No Fiscal Impact will occur. This action will result in a budget appropriation of \$49,000 to the Sustainability Fund (365) for CIP Project #21-11. This appropriation will be offset by reimbursement from LGC. Ongoing maintenance activities are described below and related costs are anticipated to be minimal and will be covered by existing Water Conservation program funds.

City Council Priority Goals:

This project supports the following City Council Priority Goals:

Quality of Life

The project enhances the range of parks and recreational (educational) facilities and activities, and provision of exceptional public services, consistent with community expectations.

Sustainability

By providing a demonstration site and a venue for related community education programming, the project enhances community capacity for stewardship of land, water, air and energy resources, fostering a sustainable community for the next generation and protects and improves the quality of the natural environment, enhancing opportunities for all residents to live active and healthy lifestyles.

Discussion:

LGC entered into an agreement with the National Recreation and Park Association (attached as Exhibit A), wherein LGC received funds to implement green stormwater infrastructure and recreational amenities within public parks in alignment with the Great Urban Parks Campaign (GUPC) Grant Program. Grants made through this program are intended to improve local environmental quality, increase access to high quality park spaces that provide multiple benefits to residents, and create a community that is engaged in green stormwater infrastructure solutions.

The City of Woodland has a project that aligns with the GUPC Grant Program and desires to use the funds LGC receives for that project. That project will combine the green infrastructure goals of the GUPC with the water conservation and

landscaping education and outreach goals of the City's Water Conservation Program. To implement this grant, the City will enter into an agreement with LGC as a subcontractor to its agreement with the National Recreation and Parks Association (subcontract attached as Exhibit B). LGC anticipates that their agreement with the National Recreation and Parks Association (Exhibit A) will be amended to extend the contract through September 2021. Once their agreement is amended, staff will conform and execute the subcontract. The appropriation will be used to create a Community Rain Garden Demonstration Project at Crawford Park, 1733 College St, Woodland. LGC will reimburse the city after completion of such project up to \$49,000. The City has created CIP Project #21-11 for this purpose.

Project Site Selection

In the fall of 2018, a group of UC Davis Landscape Architecture and Environmental Design students used a portion of the City of Woodland for their class projects, which developed concept plans for several green infrastructure projects within that portion of the City. These concept plans included ideas for reducing stormwater runoff from City streets and improving "streetscape" aesthetics and identified several locations at which such green infrastructure projects could be developed. One of the locations the class identified was the perimeter of Crawford Park. The students determined that small-scale green infrastructure projects, such as a swales and "rain gardens" could be used to divert stormwater that during rainy periods causes flooding along College Street and El Dorado Drive. City staff and the design consultants hired by LGC confirmed the viability of the site and, following assessment of a potential alternative site at Beamer Park, selected the northeast corner of Crawford Park along El Dorado Drive for the project.

Project Description

The Community Rain Garden Demonstration Project (Project) will encompass a small area in the northeast corner of the park adjacent to the sidewalk along El Dorado Drive and an existing concrete walkway and spanning an existing exercise path and workout station. The exercise path and station will not be altered. The Project will be developed around and in concert with existing infrastructure and will consist of several key components, including:

- A new covered drain to be installed in the sidewalk along El Dorado Drive to allow stormwater runoff to enter the rain garden,
- A 1,500 square foot rain garden swale to accept stormwater runoff from El Dorado Drive to be situated between the sidewalk and the existing decomposed granite exercise path, including a small concrete pad to capture debris in the runoff,
- A sun and shade drought-tolerant landscape demonstration area
- Several new hardscape elements, including a pervious pavement seating area, and a concrete mow band separating the garden from the park turfgrass,
- Educational signage about the functions and processes of the rain garden,
- And several new trees and appropriate plants.

Ongoing Maintenance

Ongoing maintenance of the Project site will be addressed in several ways and is not anticipated to require additional funding. First, staff has received a commitment from the California Student Leadership in Green Infrastructure (SLGI) group at UC Davis to provide monthly maintenance of the Project for a period of at least two years (attached as Exhibit C). The SLGI group will gain hands-on experience with maintenance of projects of this nature, and will provide "on the ground" stewardship of the Project. This initial agreement will allow time for the Project's plants to become established, at which time ongoing maintenance needs will be reassessed. As the goals of the Project closely align with those of the SLGI, staff anticipates that the group will likely desire to continue its relationship with the City for stewardship of the Project.

Second, the City has reached an agreement in principle with the Master Gardeners of Yolo County to (a) provide guidance to the SLGI group in its stewardship of the Project and (b) use the Project as a venue for community education programming related to water conservation and drought-tolerant and low water-use landscaping. As part of their

community education efforts, the Master Gardeners will host workshops at the Project site that will, in part, provide participants with hands-on experience addressing related maintenance issues, which will also contribute to the ongoing maintenance of the Project.

Third, the Environmental Services Division will continue working to engage other community and educational groups around similar hands-on educational opportunities. The division will also continue its collaboration with the Community Services Department, especially its Parks Division, to ensure that any unforeseen issues are addressed. Related costs are anticipated to be minimal, such as plant replacement or irrigation repairs and will be covered by existing Water Conservation Program funds within the Environmental Services Division budget.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, 1) Authorizing staff to execute an Agreement with LGC to implement the Community Rain Garden Demonstration Project at Crawford Park that is substantially similar to the one attached to this Resolution and the accompanying staff report provided that LGC receives an extension of time through approximately September 2021 to ensure that the project can be completed and funds disbursed, and permitting the City Attorney to make clarifying and confirming changes provided that the dollar amount does not change, 2) authorizing appropriation of \$49,000 to the Fiscal Year 2020/2021 Sustainability Fund (365) budget and 3) appropriating the same \$49,000 to Capital Improvement Program (CIP) Project #21-11.

Prepared By: Ken Loman, Environmental Sustainability Manager

Reviewed By: Stephen Coyle, Deputy Community Development Director



Ken Hiatt
City Manager

Attachments:

1. Resolution - Rain Garden Grant Funds Appropriation
2. Exhibit A - Great Urban Parks Campaign Grant Contract Between National Recreation and Parks Association and Local Government Commission
3. Exhibit B - GUPC Subcontract - LGC & City of Woodland_June 2020
4. Exhibit C - Commitment from California Student Leadership in Green Infrastructure for Rain Garden Maintenance
5. Crawford Park Rain Garden Concept Plan

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AGREEMENT BETWEEN THE LOCAL GOVERNMENT COMMISSION
AND THE CITY OF WOODLAND, CREATING CAPITAL IMPROVEMENT PROGRAM
PROJECT #21-11, AND AUTHORIZING THE APPROPRIATION OF FUNDS TO THE
SUSTAINABILITY FUND (365)**

WHEREAS, the Local Government Commission (LGC) has entered into an agreement with the National Recreation and Park Association (NRPA), wherein LGC received funds to implement green storm water infrastructure and recreational amenities within public parks in alignment with the Great Urban Parks Campaign grant program; and

WHEREAS, the City has a project that aligns with such program and desires to use the funds LGC receives to create a Community Rain Garden Demonstration Project at Crawford Park, 1733 College St, Woodland and has created CIP Project #21-11 to that effect; and

WHEREAS, LGC desires to provide a grant to the City, as an independent contractor under its grant from NRPA, in the amount of \$49,000, for construction of the Community Rain Garden Demonstration Project at Crawford Park; and

WHEREAS, LGC and the City of Woodland are finalizing an Agreement that recognizes their mutual interests and goals and formalizes an agreement to identify roles and responsibilities for project implementation; and

WHEREAS, the City wishes to appropriate \$49,000 for the Fiscal Year 2020/2021 to create a Crawford Park Rain Garden Grant budget within the Sustainability Fund, which will be offset by reimbursement from LGC.

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

- (1) Authorizes staff to execute an Agreement with LGC to implement the Community Rain Garden Demonstration Project at Crawford Park that is substantially similar to the one attached to this Resolution and the accompanying staff report provided that LGC receives an extension of time through approximately September 2021 to ensure that the project can be completed and funds disbursed, and permitting the City Attorney to make clarifying and confirming changes provided that the dollar amount does not change; and
- (2) Authorizes the appropriation of \$49,000 to the Fiscal Year 2020/21 Sustainability Fund (365), and
- (3) Appropriates the same \$49,000 to Capital Improvement Program (CIP) Project #21-11

PASSED AND ADOPTED by the City Council this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated September 20, 2018 (Effective Date), is made between **National Recreation and Park Association**, a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **Local Government Commission**, a provider of park, recreation, or community services in California (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Two Hundred Thirty Thousand Dollars (\$230,000) made available to Grantee for the implementation of green stormwater infrastructure and recreational amenities within public parks in alignment with the **Great Urban Parks Campaign** grant program.

Made possible through the support of The JPB Foundation, NRPA is managing the administration of the *Great Urban Parks Campaign* grant program (Program). Grants made through this Program are intended to improve local environmental quality, increase access to high quality park space that provide multiple benefits to residents, and create a community who is engaged in green stormwater infrastructure solutions.

Having been selected as a recipient of funding through this Program, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Project Funding

Within 60 days upon execution of this MOU, NRPA will send Grantee the first installment check in the amount of One Hundred Fifteen Thousand Dollars (\$115,000) for funding of the Great Urban Parks Campaign project as proposed by Grantee, included as Attachment I. Grantee will receive the second installment check in the amount of One Hundred Fifteen Thousand Dollars (\$115,000) by December 1, 2019.

Funds will be distributed by NRPA.

3. Grantee Requirements

Grantee will:

- A.** Implement Project in alignment with the application submitted to NRPA by Grantee.
- B.** Participate in a mandatory orientation call as scheduled by both Grantee and NRPA mid to late October.
- C.** Demonstrate progress toward project outcomes by completing biannual reports via the online template provided by NRPA on April 15, 2019, September 16, 2019 and April 15, 2020.
- D.** Complete Project by September 30, 2020.
- E.** Promote project and grant award via web, social media, and local press release. NRPA will provide a toolkit of sample content for this outreach.
- F.** Document and share with NRPA success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the project and grant period.
- G.** When requested, provide brief updates on the project to NRPA.
- H.** If selected, host site visit(s) for Grantor and/or its designees.
- I.** Attend mandatory in person collaboration meetings to be held pre-conference at NRPA's annual conferences in September 2019 and 2020.



J. Submit final report via online template provided by NRPA by September 15, 2020 to include:

- Narrative summary of the Project
- Narrative summary of Project-related community engagement and employee volunteer event(s)
- Progress towards meeting Project metrics and outcomes as outlined in the proposal submitted by Grantee
- Budget summary documenting how the grant funds were used
- Any photos, local press coverage, videos, quotes and stories

4. Promotion

NRPA and its designees may use the Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the grantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

The Grantee may make public statements regarding the grant, including the identity of Grantor and The JPB Foundation. Any such statements must be approved in advance in writing by Grantor. Such information may be used by the Grantee in its efforts to solicit additional contributions for the Project and for general information purposes.

5. Limits of Liability

Neither NRPA, nor The JPB Foundation, or any of their respective parents, subsidiaries, affiliates, officers, directors or employees shall be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this Project hereunder.

6. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until September 30, 2020.

8. Use of Grant Funds

The Grantee shall use the full amount of the grant for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:



- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute “grants” for these purposes and are not subject to these restrictions;
- E. Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or
- F. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- G. To pay for registration fees to NRPA’s Annual Conference, or any other expense that provides revenue to NRPA.

All unspent or uncommitted grant funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the grant funds availability for the project. Any interest or other income generated by the grant funds must be applied to the purposes described in the Grant Description.

9. Audit

NRPA has the right to audit the grantee’s financial records relating to this MOU. Grantee should maintain their financial receipts and must make the records available at any time as requested by NRPA. If as a result of an audit, NRPA determines that funds were not spent in accordance with the purposes of this grant, the grantee may be required to return any funds not substantiated. If NRPA determines that grant funds were used for fraudulent purposes, the grantee may be barred from participation in any further programs.

10. Termination

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth.

National Recreation and Park Association

Rebecca Wickline

By: _____

Local Government Commission

[Signature]

By: _____



Printed Name: Rebecca Wickline

Title: Senior VP, Development

Date September 20, 2018

Printed Name: Linda Cloud

Title: Associate Director, Operations

Date: October 2, 2018

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2020, by and between The Local Government Commission, a California not-for-profit corporation, ("LGC") and City of Woodland, a California municipal corporation ("Consultant").

RECITALS

- A. LGC entered into an agreement with the National Recreation and Park Association, wherein LGC received funds to implement green stormwater infrastructure and recreational amenities within public parks in alignment with the Great Urban Parks Campaign grant program.
- B. City has a project that aligns with such program and desires to use the funds LGC receives for such project.
- C. LGC desires to engage Consultant to provide certain services and Consultant desires to provide those services and to be compensated accordingly.
- D. LGC and Consultant enter into this Agreement in order to memorialize the terms of Consultant's performance of the services and LGC's obligations with respect thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, LGC and Consultant hereby covenant and agree as follows:

- 1. Appointment. LGC hereby appoints Consultant as an independent contractor to perform the services ("Services") described in Exhibit "A," "Scope of Services," attached hereto and incorporated herein. Consultant hereby accepts such appointment on the terms and conditions set forth herein.

Neither party may vary the scope of Services described in Exhibit "A" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the Services described in Exhibit "A." Any modification of the scope of the Services may affect direct labor costs and project expenses.

- 2. Performance of Consulting Services. Consultant shall perform the Services in a diligent, competent, timely and professional manner and in strict conformity with all applicable laws, ordinances, statutes or governmental requirements.
- 3. Consulting Fee; Reimbursable Expenses, Payment.

LGC shall pay Consultant a fee for the Services provided, which fee is described in Exhibit "B," "Description of Compensation," attached hereto.

Consultant shall invoice LGC quarterly for all time and materials expended to date in completion of the Services for which it is responsible. Consultant's invoices shall include receipts for payment for all incurred expenses and invoices paid by Consultant to any contractor(s) engaged in completion of the services for which it is responsible. Consultant shall not be reimbursed for costs related to transportation, photocopies, and other similar out-of-pocket expenses.

Upon receipt of Consultant's invoice, LGC shall notify Consultant if it has any exceptions or objections to Consultant's invoice. When Consultant and LGC are in agreement on the terms of Consultant's invoice, LGC shall submit the invoice for payment to funder. LGC shall reimburse Consultant within fourteen (14) days of receiving payment from funder.

4. Term. The term of this Agreement shall commence and Consultant's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, subject to earlier termination as provided herein, until December 31, 2020.

This Agreement may be terminated at any time by either party for good cause. This Agreement may be terminated by either party, without cause, upon 30 days written notice to the non-terminating party.

This Agreement incorporates the terms and conditions (including all restrictions and requirements) of the prime contract between the LGC and the National Recreation and Park Association ("Client") which is included as Exhibit C. If the language of this Agreement and the prime contract conflict, the prime contract language has priority. Consultant, if in doubt, should bring a conflict to the attention of the LGC.

This Agreement shall be terminated without notice or cause if the prime contractor cancels LGC's contract. LGC shall notify Consultant within 24 hours of such termination.

5. Excuse of Performance. Consultant's obligation to perform the Services specified in this Agreement shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by Consultant, including any such circumstances caused by LGC.
6. Independent Contractor. It is the intent of the parties that Consultant is and shall remain an independent contractor, and Consultant shall, at Consultant's sole cost and expense, (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the Services and the performance thereof, and (ii) pay all federal and state taxes applicable to Consultant or the performance of the Services, whether levied under existing or subsequently enacted laws, rules or regulations. Specifically, and without limitation, Consultant agrees that any agents or individuals it engages for the provision of Services are Consultant's employees or independent contractors and payment of their compensation, collection and payment of all applicable payroll deductions and taxes, worker's compensation insurance coverage, and the like, are the responsibility of Consultant.

The parties hereto do not intend to create a partnership, joint venture, employer-employee or master-servant relationship of any kind.

7. Insurance. Consultant shall, at its sole expense, throughout the performance of its Services pursuant to this Agreement, maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, written on an occurrence form basis, and \$2,000,000 in the aggregate, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from on in connection with the performance of Consultant's Services hereunder or from or out of any act or omission of Consultant, its officers, directors, agents, subcontractors or employees; (2) professional liability insurance with minimum limits of \$1,000,000; (3) all auto insurance with minimum limits of \$1,000,000 for each accident; and (4) worker's compensation insurance as required by law. All insurance shall be with companies and on forms acceptable to LGC and shall contain a provision or endorsement that the policy may not be cancelled, terminated or modified unless thirty (30) days prior written notice thereof is furnished to LGC. All such insurance shall be (1) primary and not contributory with regard to any other insurance available to LGC, (2) be written by companies with a BEST Guide rating of B+ VII or better, and (3) include LGC and its officers, directors, shareholders, employees, agents and assigns as additional insureds. Certificates evidencing that such insurance is in full force and effect shall be provided to LGC upon execution of this Agreement and at least ten (10) days prior to the expiration or renewal of any such policy.
8. Indemnity. Consultant shall indemnify and hold harmless LGC, its officers, directors, employees and agents, from any and all claims, actions, liabilities, losses, expenses of any nature (including without limitation reasonable attorneys' fees), penalties of any kind or nature and costs arising out of or related in any manner to Consultant's performance under this Agreement, or its actions connected therewith.
9. Assignment. This Agreement shall not be assigned or transferred by Consultant in whole or in part without the prior written consent of LGC, and any such purported assignment without such prior written consent shall be void. No subcontract shall be made without written approval of LGC. If Consultant shall cause any part of the project to be performed by a subcontractor, the provisions of this Agreement shall apply to such sub-contractor, and Consultant shall be liable hereunder for all acts and negligence of the subcontractor.
10. Property Rights. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by Consultant while performing Services under this Agreement will be assigned to and owned jointly by Consultant and LGC, as will any copyrights, patents, or trademarks obtained by Consultant as part of performing Services under this Agreement, unless the prime contract specifies otherwise. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by Consultant in the performance of the Services for LGC shall be the joint property of Consultant and LGC, unless the prime contract specifies otherwise.

11. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered or sent via electronic mail (with receipt confirmed), or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To LGC: Lare Bloodworth
Director of Finance
Local Government Commission
980 9th St, Suite 1700
Sacramento, CA 95814
916-448-1198
lbloodworth@lgc.org

Please send Invoices to: AP@lgc.org

To Consultant: Brent Meyer
Acting Community Development Director
300 First Street
Woodland, CA 95695

Either party may change its address by giving written notice thereof to the other party.

12. Attorney's Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.
13. No Discrimination. Consultant certifies and agrees that Consultant will not discriminate against any employee, volunteer, or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, handicap, or AIDS, in accordance with requirements of local, state, and federal law. Contractor shall take affirmative action to assure the qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, handicap, or AIDS. Consultant shall comply with all local, state, and federal posting and certification requirements.
14. Confidential Information. From time-to-time, LGC may disclose to Consultant certain information that is either marked as "Confidential", or constitutes information that Consultant should reasonably recognize as the confidential information of LGC ("Confidential Information"). Except as may be required by law, including the California Public Records Act, Consultant shall maintain the confidentiality of all such Confidential Information and shall not, without the prior written consent of LGC, disclose to any third party or use such Confidential Information for any purpose whatsoever, other than that

contemplated in performance of this Agreement. Specifically, and without limitation, Consultant shall limit disclosure of any Confidential Information to its directors, officers, employees or agents who have a need to know such Confidential Information in connection with the contemplated performance under this Agreement, and only for that purpose, and shall require such representatives to keep the Confidential Information strictly confidential. To the extent that Consultant may be compelled to disclose such Confidential Information pursuant to a court order or other applicable law, including the California Public Records Act, Consultant shall provide LGC a reasonable opportunity to obtain a protective order or other form of protection against disclosure. However, if LGC does not take such action or does not respond within a reasonable time following Consultant's notice to LGC of a request for Confidential Information, Consultant shall not be liable for any damages LGC may allege by Consultant's release of Confidential Information pursuant to a Public Records Act request, court order, or other obligation under the law. Upon termination of this Agreement, or completion of services contemplated hereunder, Consultant shall, upon the request of LGC, deliver or destroy, at the option of LGC, all originals and copies of any such Confidential Information.

15. Governing Law. This Agreement shall be governed by the laws of the State of California.
16. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.
17. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.
18. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.
19. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.
20. Successors and Assigns. Subject to the provisions of Section 9, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.
21. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

22. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

DATED:

CONSULTANT

DATED:

LOCAL GOVERNMENT COMMISSION

Exhibit "A" Scope of Services

LGC has signed a Memorandum of Understanding with the National Recreation and Park Association to complete a project under the Great Urban Parks Campaign.

Consultant Responsibilities

Consultant will perform the following services:

- Review, provide feedback, and approve design completed for this project.
- Identify, execute, and manage contract with a construction company of Consultant's choice to perform construction of project.
- Obtain and comply with all necessary permits.
- Invoice LGC for all work performed, including subcontractor services, in a timely manner.
- Remit payment to contractor for construction services using funds obtained under this contract with LGC.
- Participate in community engagement and outreach activities alongside LGC.
- Conduct storm water evaluation measurements according to Green Urban Parks Campaign ("GUPC") requirements and report necessary data to LGC in a timely manner.

LGC Responsibilities

LGC will perform the following services:

- Provide guidance and support to Consultant regarding GUPC requirements, expectations, and processes.
- Review and provide feedback on project design and construction plans.
- Work with Consultant to develop consistent outreach materials and processes.
- Review and approve invoices.
- Issue payment to Consultant for approved services completed.

Exhibit "B" Description of Compensation

Consultant will receive no more than \$49,000 for performing the services of this contract.

Exhibit "C" Prime Contract

Attach prime contract

From: [Kevin Perry](#)
To: [Ken Loman](#); ["Atley Keller"](#); ["Marq Truscott"](#)
Cc: [Sayetsi Sanchez](#)
Subject: Crawford Park Rain Garden Maintenance
Date: Monday, May 18, 2020 1:05:31 PM

Hi Ken,

Regarding the upcoming Crawford Park Rain Garden project, the *California Student Leadership in Green Infrastructure* (SLGI) group at UC Davis would like to offer our assistance in the ongoing maintenance and stewardship of this first-of-its-kind green infrastructure project in Woodland. In 2016, I formed the California SLGI as a group of inter-disciplinary students who utilize *Tactical Green Infrastructure* to design, build, research, maintain, and advocate for simple and cost-effective green infrastructure projects on the UC Davis campus and surrounding California communities. The SLGI group has completed several built green infrastructure retrofits on the UC Davis campus and is currently working with the Davis Senior High School in retrofitting a courtyard as an interactive rain garden landscape. SLGI members also aim to connect with other students and professionals who have a passion for designing and building aesthetic and functional green spaces. The mission for the SLGI group is to provide hands-on experience for students through building real projects, and to educate the public about green infrastructure by implementation and care of these projects.

Early maintenance action and stewardship for new green infrastructure projects like this are critical for long-term success. For the Crawford Park Rain Garden, the SLGI group would be available monthly for at least a two-year period to perform the following activities:

- Hand weeding
- Hand trimming
- Trash and sediment removal
- Performance observation and recording

In addition, the SLGI group would be available semi-annually to assist the UC Master Gardener Program and the City of Woodland in the following activities, as needed:

- Plant replacement
- Mulch application
- Public education and outreach events

All the students and I at the California SLGI group are excited to ensure the long-term success of the Crawford Park Rain Garden and we are looking forward to working with all those involved!

Best,

-Kevin

Kevin Robert Perry, FASLA, PLA

Urban Rain Design inc.
A Studio of Green Infrastructure

231 G Street, Suite 29
Davis, California 95616
+1 (503) 928-5522 office
+1 (503) 757-2143 mobile

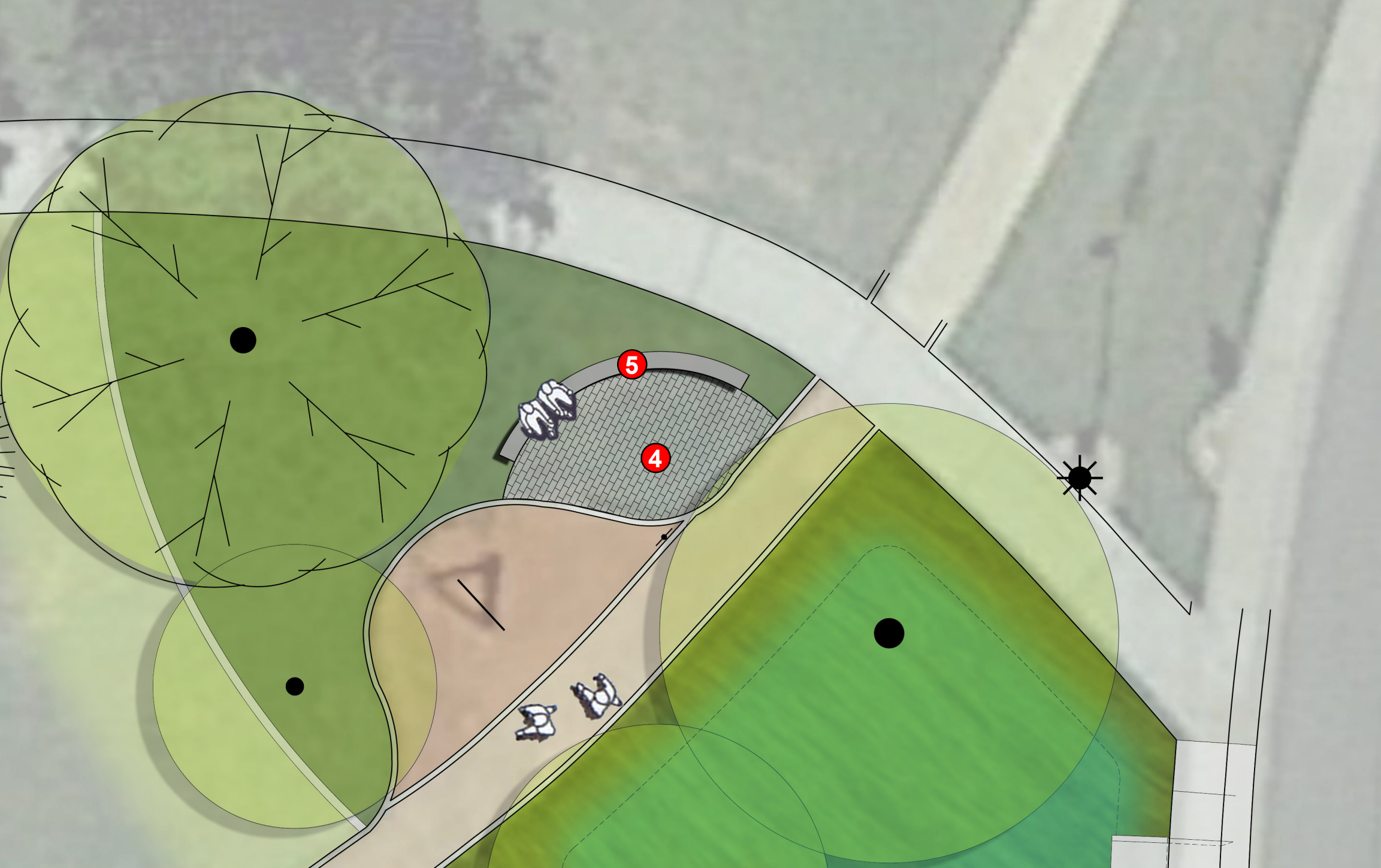
www.urbanraindesign.com



Woodland's Crawford Park: Rain Garden Concept Plan

June 9, 2020

- 1** 1,500 square foot rain garden accepts stormwater runoff from El Dorado Drive.
- 2** Entry point of stormwater runoff.
- 3** New park trees.
- 4** Pervious pavement seating area.
- 5** Concrete/Mosaic tile seatwalls.
- 6** Wood bench.
- 7** Existing mature park tree to be used as a focal point.
- 8** Upland sun and shade drought-tolerant planting demonstration areas.
- 9** New concrete sidewalk, curb, gutter, and covered stormwater channel.
- 10** New concrete mow band separates ornamental landscape from park turfgrass.
- 11** If needed, transition turfgrass grade to meet walkway and concrete mowband conditions.
- 12** Existing exercise station "Pull-up Bar" area to remain at current location.



Current Curvilinear Seating Area Design

June 18, 2020



California drought-tolerant plantings



Mosaic tile art seatwall



Pervious pavement pathway/patio space



Rain garden and interpretative signage



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.16
SUBJECT: Lower Cache Creek Flood Feasibility Study, CIP 09-15; Approve Contract Amendment #13 with Wood Rodgers for Consulting Services.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #13 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

Staff Contact:

Tim Busch, Principal Utilities Civil Engineer, 530-661-5963, tim.busch@cityofwoodland.org

Fiscal Impact:

Wood Rodgers has been involved in the City's flood protection and storm water management efforts for several years including development of flood protection alternatives and hydraulic modeling. Approval of amendment #13 for Project 09-15 will bring the total not to exceed cost for the Lower Cache Creek Feasibility Study (LCCFS) services to \$1,402,984. The amendment covers Wood Rodgers' services through the attached scope of work. The work included in this scope is cost shared both under In-Kind-Credit under the Federal Cost Share Agreement and the California Department of Water Resources – Urban Flood Risk Reduction Grant for the respective work tasks.

This project is included in the Capital Budget approved by Council with \$5,050,000 being advanced from the sewer enterprise fund with a future repayment from the storm drain enterprise fund as approved by Council on June 16, 2020. The budget includes approximately \$600,000 in funding that is expected to be reimbursed through the Urban Flood Risk Reduction (UFRR) grant. In addition, as part of the long-term financing plan for the project, the team will pursue cost-sharing, including project management services, with public agency and private property stakeholders with an interest in partnering on a flood solution for Lower Cache Creek.

Background:

The Army Corps of Engineers led Lower Cache Creek Feasibility Study recently completed the Agency Decision Milestone (ADM) and is now working towards the Feasibility Level Design Milestone. The majority of the work in this milestone consists of refinement of the engineering for the Recommended Plan (Modified Alternative 2A). The Woodland Flood Risk Reduction Project (Project) collects floodwater that leaves Cache Creek, intercepts the water prior to entering Woodland, and directs the flood water to the Yolo Bypass. The Project conveys the flood water into the Cache Creek Settling Basin (CCSB) and partially into the City's storm drainage system. Additionally, local modifications are necessary to enhance the Corps Alternative 2A to provide a 200-year level of flood protection as required by California SB-5.

Contract Amendment #13 with Wood Rodgers includes the scope of work necessary to coordinate with both the design and environmental teams and complete the analyses necessary to complete the Feasibility Level Design Milestone and respond to comments on the draft EIR.

Discussion:

Wood Rodgers has been requested by the Corps to complete additional engineering analyses for Feasibility

Level Design Milestone. The majority of the remaining work involves the refinement of earlier engineering work, incorporating updates to the hydraulic model, and responding to comments on the draft EIR. Wood Rodger's work focuses in these work areas and coordination with the flood management team.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute Amendment #13 to the consultant services agreement with Wood Rodgers for the Lower Cache Creek Feasibility Study for an additional amount up to \$75,000.

Prepared by: Tim Busch, Principal Utilities Civil Engineer

Reviewed by: Brent Meyer, City Engineer/Acting CDD Director



Ken Hiatt
City Manager

Attachments:

1. LCCFS_Budget_Aug_20200813
2. Reso WR amendment 13 081820



August 13, 2020

Mr. Tim Busch, P.E.
City of Woodland
300 First Street
Woodland, California 95695

Dear Mr. Busch,

Subject: City of Woodland, Lower Cache Creek Feasibility Study, Request for Supplemental Budget Authorization

The City of Woodland (City), with the US Army Corps of Engineers (USACE), is engaged in the Lower Cache Creek Feasibility Study (LCCFS) to address flooding from Cache Creek in the City of Woodland, California. Wood Rodgers has been assisting this effort by preparing Alternative Project Descriptions and performing other analyses as directed in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation efforts.

By way of this letter, Wood Rodgers is requesting a budget augmentation in the amount of \$75,000 to supplement its existing budget in providing Work-In-Kind services to the USACE on behalf of the City. This additional work will be performed on a Time-and-Materials basis not to exceed the authorized amount without written consent of the City. If you are in concurrence with this budget augmentation request, please issue a contract amendment at your earliest convenience. Wood Rodgers appreciates the opportunity to be of continued support to the City on the LCCFS.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,

Jonathan Kors, P.E.
Vice President

J:\Jobs\8303\8303.032 LCCFS_Alts_2A_2B_2C\Civil\Docs\Proposals\20200813_Budget_Augm

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AMENDMENT #13 WITH WOOD RODGERS FOR ENGINEERING
CONSULTING SERVICES**

WHEREAS, the City of Woodland wishes to enter into an engineering consulting services amendment with Wood Rodgers for Engineering Services (“Agreement”); and

WHEREAS, Wood Rodgers was selected through a quality based selection process; and

WHEREAS, Wood Rodgers has been working on the Lower Cache Creek Feasibility Study and has assisted the City of Woodland in flood management since 2013; and

WHEREAS, Wood Rodgers will continue providing engineering design services, including coordination with Department of Water Resources and City consultants to advance the feasibility studies and environmental documents that are currently underway; and

WHEREAS, the contract amendment with Wood Rodgers authorizes an additional contract amount of \$75,000 to cover the additional scope of work. The current contract amount is \$1,327,984. With this amendment, the new contract amount is \$1,402,984; and

WHEREAS, the City Council wishes to approve the Agreement and authorize its 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 Amendment with Wood Rodgers in the amount of \$75,000 for a total contract amount of \$1,402,984. The City Manager is hereby authorized and directed to execute the Agreement, subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the Agreement does not change.

Section 2. Copies of the Consultant Agreement for Design Services are available and on file in the City Clerk’s office, and are incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.17
SUBJECT: Cooperative Fuel Services Agreement with Interstate Oil

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a cooperative Fuel Services Agreement with Interstate Oil for cardlock fuel services for a total Not To Exceed amount of \$1,200,000 through June 30, 2023.

Staff Contact:

Troy Thompson, Fleet & Facilities Manager, troy.thompson@cityofwoodland.org

Fiscal Impact:

The recommended purchases will be made from the Fleet Services Oil & Gas operating budget (Equipment Services Fund) with an approved budget of \$423,883 in FY2020/21. The City will encumber \$400,000 per year through June 2023 with Interstate Oil if the City Council approves this resolution, for a total contract amount of \$1,200,000. This amount was based on fuel usages and costs from previous years while factoring for cost inflation through FY2022/23. Any unused portion of the \$400,000 encumbrance at the end of each year will be returned to the Equipment Services Fund.

Background:

The City's previous contract with Interstate Oil ended in June 2020. The City entered into a cooperative purchasing bid with Yolo County for fuel services in spring of 2020. Yolo County Purchasing Office was the primary coordinator throughout the bidding process. Two proposals received were from Interstate Oil and Ramos Oil. Bids were evaluated based on a points system: a) quality of proposal; b) qualifications and experience; c) demonstrated competence/responsibility d) customer references; e) location of cardlock sites; f) extra value services/products; and g) cost proposal. Interstate Oil won the bid based on having the most points.

Discussion:

The proposed purchase will be made under a Fuel Services Agreement for a three (3) year term beginning on July 1st, 2020 and ending on June 30th, 2023. The Agreement also specifies the option for the City to extend the contract for two (2) additional one (1) year periods with the recommendation of the City Manager and the approval from City Council. Interstate Oil is based in Sacramento but has a branch office in Woodland.

The City will be charged discounted prices at the Pacific Pride locations in Woodland only since these locations are owned by Interstate Oil; and the City will be charged retail prices at 13 other sites within Woodland. In order for the City to maximize its cost savings under this fuel purchasing program, staff must fuel at the Pacific Pride locations in Woodland owned by Interstate Oil. These stations are located at:

801 East Street

454 N. East Street
183 W. Main Street

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a cooperative Fuel Services Agreement with Interstate Oil for card-lock fuel services for a total Not To Exceed amount of \$1,200,000 through June 30, 2023.

Prepared by: Troy Thompson, Fleet & Facilities Manager

Reviewed by: Craig Locke, Public Works Director

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

Ken Hiatt
City Manager

Attachments:

1. Yolo County & City of Woodland Fuel RFP
2. Fuel RFP Award Letter
3. Fuel Services Agreement with Interstate Oil (draft)
4. Resolution



COUNTY OF YOLO

Purchasing Department Division of Financial Services

Notice of Request for Proposals (RFP)
For
Unleaded Gasoline and Diesel Fuel Product and Services

Proposal Responses Due:

4:00pm

March 18th, 2020

In the Purchasing Department
625 Court Street, Room 103
Woodland, CA 95695

BUYER: Karen Kawelmacher
(530) 666-8073
karen.kawelmacher@yolocounty.org

TABLE OF CONTENTS

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II.	RFP Schedule of Events	6
III.	General Instructions & Information	6
IV.	Terms and Conditions	10
V.	Instructions for Completion of Proposal	13

Exhibits:

Exhibit A	Proposal Cost Forms
Exhibit B	Proposal Questionnaire
Exhibit C	Previous Customer References
Exhibit D	Vendor to submit OPIS PAD#5 Report for the Sacramento Area dated <u>March 13, 2020</u>
Exhibit E	Vendor to submit two booklets showing Northern California card lock fueling site locations
Exhibit F	Signature Page
Exhibit G	Non Collusion Non Conflict of Interest Statement

Attachments:

Attachment #1	PO Terms & Conditions
Attachment #2	Insurance Requirements

SECTION I. INTRODUCTION

A. STATEMENT OF PURPOSE:

The County of Yolo in joint conjunction with City of Woodland is requesting proposals for Unleaded Gasoline & Diesel Fuel Products & Services for countywide use as specified herein. This proposal will include both a Proprietary Cardlock Gasoline and Diesel Fuel System as well as delivery of product to different site locations within Yolo County and the City of Woodland. All products and services shall be performed per specifications outlined in this bid.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1.
 - a. Supplier, Vendor, Contractor
 - b. Purchase Order, Contract, Agreement
 - c. Services, Work, Scope, and Project
 - d. Bidder, Offeror, Proposer
2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1. GENERAL SPECIFICATIONS:

Annually Yolo County uses approximately 17,962 gallons of on-road diesel, 218,200 gallons gasoline, 6158 gallons of off-road diesel and 644 gallons of off-road gasoline, spending approximately \$800,000 dollars per year. The City of Woodland uses approximately 85,000 gallons of gasoline and 36,500 gallons of diesel, spending approximately \$460,000 per year.

Purchases and services will be made on an "as requested" basis during the five (5) contract period beginning 7/1/20. The price adjustment for fuel shall remain firm during the entire contract period. There is no guarantee as to the total amount to be purchased during the awarded period. Contract shall have the option for two additional one year terms as stated below.

Original Term: 7/1/20-6/30/23
1st Additional Term: 7/1/23-6/30/24
2nd Additional Term: 7/1/24-6/30/25

2. TECHNICAL SPECIFICATIONS:

Product Specifications:

All products furnished shall conform to the State of California specifications shown below:

- a. Regular Unleaded Gasoline:
 - 1) Minimum Octane Rating of 87 which shall be determined by using the R+M/2 Method.
 - 2) Comply with the requirements of American Society of Testing Materials (ASTM) D4815 latest version

- b. Unleaded Plus Gasoline:
 - 1) Minimum Octane Rating of 89 which shall be determined by using the R+M/2 Method.
 - 2) Comply with the requirements of American Society of Testing materials (ASTM) D4815 latest version.
- c. Unleaded Premium Gasoline:
 - 1) Minimum Octane Rating of 91.5 which shall be determined by using the R+M/2 Method.
 - 2) Comply with the requirements of American Society of Testing materials (ASTM) D4815 latest version.
- d. Diesel #2 Ultra-Low Sulfur Fuel LSN2 must comply with requirements of American Society of Testing Materials (ASTM) D975 latest version.
- e. Diesel #2 Ultra-Low Sulfur Fuel LSN2 (**red-dye**) must comply with requirements of American Society of Testing Materials (ASTM) D975 latest version.

Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All gasoline and diesel fuel shall have a minimum shelf life of one (1) year.

Approximate Usage:

Estimated annual quantities are given for each commodity. Approximate usage does not constitute an order, but only implies probable quantity the County and City may use. Fuel will be ordered on an as-needed basis. Actual usage less than estimated shall not affect the prices as bid and accepted by Yolo County.

F.O.B. Destination:

Fuel site deliveries shall include delivery to various locations throughout the County of Yolo as specified within this bid. All prices for delivered fuel must be inclusive of any freight/delivery charges or fuel surcharges.

Delivery Facility Fuel Site Requirements:

- a. Fuel site deliveries will include a combination of direct fueling of off-road equipment or filling tanks with specified quantities of fuel for use in off-road equipment and generators as requested by the Departments. No orders shall be delivered without an order being placed by the Department.
- b. The County reserves the right to add additional locations or discontinue service to existing locations without any additional charges or a change in bid price structure.
- c. It shall be expected by the vendor to delivery any fuel orders placed by the County within forty-eight (48) hours of time of order.
- d. It shall be required that a metered ticket for each delivery of fuel, be delivered to the ordering Department. The ticket should show the purchase order number.
- e. If the delivery vehicle is equipped with metered pumps, these pumps shall be currently certified as to accuracy by the California Department of Agriculture, Division of Weights and Measures.
- f. If metering shall not be accomplished from the delivery vehicles at the time of delivery, a highway transportation receipt (H.T.R.), issued at the point where the fuel order was loaded on the delivery vehicle, shall be delivered to the ordering Department. At a minimum this H.T.R. shall show the date fuel loaded, carrier, truck number, quantity and type of fuel loaded, and temperature of the fuel when loaded.

- g. All deliveries shall be temperature corrected to 60 degrees Fahrenheit.
- h. All delivery trucks must comply with the current California Air Resources Regulations. Proof of compliance will be supplied by the awarded vendor when requested by the County.
- i. If service on any County owned tank is required, the vendor will service the tank only at the County's request at the hourly price rate submitted in this bid.
- j. Delivery dates and times must be coordinated with the County end users. All deliveries to be made Monday through Friday between the hours of 8:00am-4:00pm closed between 12:00pm-1:00pm unless special delivery restrictions or instructions are required by the requesting Department.

Below are a list of current delivery site locations for Yolo County:

ALL GASOLINE USED FOR OFF-ROAD VEHICLES/EQUIPMENT (exception PPW Integrated Waste Central Landfill 250 gallon tank)

FACILITY	ADDRESS	FUEL TYPE	TANK CAPACITY	EST. YR. GALLON USAGE
Juvenile Hall	2880 E. Gibson Rd. Woodland, CA. 95776	Diesel- Red Dye	Above ground/ 194 gallons	47.77
Information Tech/OES	120 W Main St. Woodland, CA. 95695	Diesel- Red Dye	Above ground/350 gallons	197
Monroe Jail	140 Tony Diaz Drive Woodland, CA. 95776	Diesel- Red Dye	Above ground/730 gallons	13.32
County Admin Bldg.	625 Court St. Woodland, CA. 95695	Diesel- Red Dye	Above ground/186 gallons	5.44
Bauer Health Bldg.	137 Cottonwood St. Woodland, CA 95695	Diesel- Red Dye	Above ground/194 gallons	22
Parks	1475 State Highway 16 Rumsey, CA. 95679 Cache Creek Canyon Campground	Diesel- Red Dye	Above ground/800 gallons	1491
Parks ***** <u>Tank supplied by vendor</u>	1475 State Highway 16 Rumsey, CA. 95679 Cache Creek Canyon Campground	Regular Unleaded 87 Octane	Above ground/200 gallons	644
YCESSA-JPA	35 N. Cottonwood St. Woodland, CA 95695	Diesel- Red Dye	Underground/6000 gallons	747
PPW-Integrated Waste-Central Landfill	44090 County Rd. 28H Woodland, CA. 95776	Diesel- Red Dye	Above ground/350 gallons	200
PPW-Integrated Waste-Central Landfill	44090 County Rd. 28H Woodland, CA. 95776	Regular Unleaded 87 Octane	Above ground/250 gallons	2900

Microwave Tower	44090 County Rd. 28H Woodland, CA. 95776	Diesel- Red Dye	Above ground/396 gallons	79
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Urgent Deliveries:

It shall be expected by the vendor to delivery any urgent fuel orders placed by the County within twenty-four (24) hours of the time that the orders were placed at no additional cost to the County. Urgent deliveries are not anticipated to occur often and should be kept at a minimum by the ordering department. There are no minimum requirements for urgent deliveries. All urgent deliveries shall occur during normal delivery hours between the hours of 8:00am-4:00pm unless special delivery restrictions apply by the requesting department.

Emergency Deliveries:

All deliveries requested outside the regular working hours of 8:00am to 4:00pm and County observed holidays shall be considered an emergency. Emergency deliveries may be placed by phone from the ordering department following by a facsimile containing the purchase order number on request. The emergency delivery fee will be billed at the rate designated in this bid. The emergency delivery fee will be invoiced separately, but must accompany the fuel invoice for payment.

Trip Charge:

During normal delivery hours of 8:00am to 4:00pm, unless other department restrictions apply, if the contractor attempts to deliver fuel to a delivery site location and is not admitted to the site for reasons beyond the contractor's control caused by the ordering department, the contractor will be paid a trip charge. Contractor will contact using department to re-schedule the delivery. The trip charge will be billed at the rate designated in this bid. Trip charge time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). A trip charge fee invoice must accompany the fuel invoice, for the rescheduled delivery, for payment of the trip charge fee.

Standing Time:

The County will not be charged any additional fees for the amount of time it takes the contractor to fuel the County's off-road equipment or generator tanks.

Spillage:

The County has a "zero" leakage" standard for fuel transfer operations.

The vendor shall provide equipment and training of truck drivers to minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. The vendor will ensure that all equipment, tools and procedures used are in compliance with all applicable specifications and regulations governing such operations.

In the event of leakage or spillage, it shall be the vendor's responsibility to effect immediate containment, clean up, disposal and restoration activities in accordance with applicable State of California laws and regulations and subject to the County's satisfaction. All material associated with such clean up shall be removed by the vendor.

Method of Ordering:

Each User Department will have their own Blanket Purchase Order. County User Departments will place orders directly with the Vendor. An acknowledgment, confirmation, or delivery order number must be indicated in your response.

3. Cardlock Facility Site Location Requirements:

- a. Must have the ability for fueling of large truck, trailer and equipment.
- b. Must have multiple site fueling capabilities for convenience. Areas sites should include Woodland, Davis, West Sacramento, and areas outside Yolo County.

- c. Must have twenty-four (24) hour access three hundred sixty-five (365) days per year to fueling site locations.
- d. Must have an emergency plan for fueling in case of an electrical outage (power source for pumps and card).
- e. Must provide a hand ticket record when system is down.
- f. Must inform County Fleet Services of pump outages at local stations which would increase driver's fueling time.

4. Cardlock Reporting and Billing:

- a. Must have data patch capabilities to feed daily information into the County's CAMS fuel management software system (CSV file) and the City's Faster Asset Solutions System (CSV file). Systems must be live on April 1st contract start date.
- b. Must provide initial, additional and replacement cards at no charge to both the County and City. This includes any shipping or freight charges.
- c. Must have the ability to limit access by "locking out" lost or stolen cards at the County's direction for both the County and City and offer system control features.
- d. System must allow lockout of any individual card by Fleet Services via data link, or from a master location.
- e. Provide Fleet Services with fuel charge detail (OPIS rate + tax + markup etc...) prior to or same day as transaction report.

Material Safety Data Sheet:

It is required by law that all hazardous materials must be identified and be accompanied with a "Material Safety Data Sheet" (MSDS) at time of delivery.

Substitutions:

Vendor will not be allowed to substitute any product ordered with other merchandise/products without the consent of the County User Department placing the order. If substitute products are delivered without approval, it will be the responsibility of the vendor to pick-up those products at no charge or penalty to the County.

Rejected Product Deliveries:

Materials must meet specifications. The vendor shall immediately remove any rejected materials/products brought to the County at his or her own expense. Rejected materials/products shall never again be offered to the County. Vendor will be responsible for all costs and transportation charges incurred in replacing materials/products that do not meet all specifications.

5. Invoicing Documentation:

All invoices must show the contract pricing formula (OPIS PAD 5 Sacramento Regional Rack Price + Differential = Total Price per Gallon). At the close of each month the vendor shall submit a priced statement to include the following billing requirements:

a. Cardlock System Requirements:

- 1) Invoices are to be submitted to:
Yolo County PPW-Fleet Services Department
294 West Beamer St. Woodland, CA. 95695

- 2) City of Woodland Fleet and Facilities Division
655 N. Pioneer Ave. Woodland, CA 95776

- b. Invoices information must include:
 - 1) Fueling site location
 - 2) Date and time of transaction
 - 3) Miscellaneous codes - County vehicle number and cross reference
 - 4) Employee name & card number.
 - 5) Vehicle odometer reading
 - 6) Product description
 - 7) Gallons and price per transaction
 - 8) Total gallons and dollars by product
 - 9) Total by card.
 - 10) Summary of fuel gallons
 - 11) Applicable taxes
 - 12) Purchase Order Number
- c. Delivery Facility Fuel Site Requirements:
 - 1) Invoices are to be submitted to each individual department.
 - 2) Each delivery location is to be invoiced/credited separately.
 - 3) Invoice information is to include:
 - Agency Name
 - Fuel site location
 - Date and time of transaction
 - Product description
 - Amount of fuel dispensed
 - Total gallons and dollars by product
 - Summary of fuel gallons
 - Applicable taxes
 - Purchase Order Number

Service Representative:

The vendor must provide a knowledgeable representative to respond to all questions regarding orders and billing.

6. Minimum Vendor Requirements:

- a. Vendor shall possess all Federal, State and Local permits, licenses and approvals necessary to perform each aspect of the work or service required.
- b. The vendor will make all necessary adjustments to software system(s) to interface with the Yolo County Fleet Services fleet management software system; currently Cascade Software Systems Cost Accounting Management Systems (CAMS) and the City of Woodland's Faster Asset Solutions System at no additional cost the County or City. The County and/or Cascade Software Systems will provide information needed for interface with the vendor. The City and/or Faster Asset Solutions will provide information needed for the interface with the vendor.
- c. Vendor must export data as a CSV file, with the following data elements such as:
 - 1) Site
 - 2) Transaction Type
 - 3) Card (card# & driver name)
 - 4) Quantity of Fuel
 - 5) Date
 - 6) Time
 - 7) Pump

- 8) Product
- 9) Vehicle
- 10) Odometer

- d. The vendor will provide all transitional interfacing and continual uninterrupted service at date of contract.
- e. Vendor shall provide a 24-hour, toll free line customer support service.
- f. Vendor must provide a 24-hour phone number (beyond answering service) for emergency access only.
- g. Vendor must provide all fuel cards and replacement cards at no expense to the County and City. Currently the County has approximately 500 active cards and 450 vehicles. The City has 257 active cards and 238 vehicles. Single or multiple cards may be issued for specific vehicles and/or individuals and/or specific fuel types. Types of fueling cards will be requested based on the needs of the County and City.
- h. Vendor shall have gasoline and diesel fuel supply contracts which shall assure the continuous supply of product during the contract period. Vendor must provide information with this bid showing information supporting their ability to supply, without major interruption, the products covered in the bid

7. AWARDED CONTRACTOR REQUIREMENT:

- a. The successful Awarded contractor must supply all insurance requirements as required in Exhibit "A," Yolo County Insurance Requirements.
- b. The vendor shall provide to the Purchasing Department a quarterly usage report(s) for all items sold by the vendor to the County during these periods. Report(s) shall be sorted by sales dollars for each using department and shall include a minimum of the following information: type of fuel, amount of fuel dispensed, total gallons and cost by fuel type. Reports are due by the end of the first calendar week October, January, April and July.
- c. **CONTRACT TERM:** Contractor agrees to provide awarded items and/or services as specified in the RFP document for a period of three (3) years. The agreement may be extended by mutual consent for two (2) additional twelve (12) month periods.

D. PROPOSAL DEADLINE

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

E. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through BidSync **AND** by hard copy as follows.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for vendor support.

When submitting hard copies, send one (1) original signed in ink, sealed, and received by the due date and time at **County of Yolo Purchasing Department, 625 Court Street, Room 103 Woodland, CA 95695, ATTN: Karen Kawelmacher**, with the markings on the outside of the sealed envelope “**RFP# & NAME: Unleaded Gasoline & Diesel Fuel Product & Services RFP**” & “**March 18, 2020**.” Faxed submissions are not acceptable.

Bidders/Offerors who send proposals by mail, electronically or by other delivery service are cautioned to allow adequate delivery time to ensure timely receipt of their proposals. The County is not responsible for any delays caused by the Bidder's/Offeror's chosen means of proposal delivery. Late proposals shall not be accepted nor shall additional time be granted to any potential Bidder/Offerer.

F. ADDENDA:

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

SECTION II. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors through BidSync. The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

	EVENT	DATE	TIME
1	County Issues RFP	2/13/20	
2	Deadline for Written Comments Posted on BidSync	3/04/20	4:00pm
3	County Issues Responses to Written Comments	3/11/20	
4	Deadline Proposal Due	3/18/20	4:00pm
5	County Completes Evaluations	4/09/20	
6	Anticipated Contract Start Date	7/01/20	

III. GENERAL INSTRUCTIONS AND INFORMATION

A. RFP Coordinator

The following RFP Coordinator shall be the main point of contact for this RFP:

County of Yolo Purchasing Department
625 Court Street Room 103, Woodland, CA 95695
Phone: (530) 666-8073
karen.kawelmacher@yolocounty.org

B. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator named above. Unauthorized contact regarding the RFP with other County employees of the procuring county agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. should be submitted solely in writing online at www.bidsync.com in the questions and answers section of the solicitation no later than the date and time noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync or per any changes to Schedule of Events as posted to BidSync.

The County is not responsible for failure of the prospective Bidders/Offerers to check for any RFP document updates, changes, or answers to questions posted at the BidSync.com website. Failure to periodically check the website will be at the Bidder's/Offeror's sole risk.

Any oral communications shall be considered unofficial and nonbinding on the County.

Any irregularities or lack of clarity in the RFP should be brought to the attention of the County for correction or clarification.

C. PROPOSAL PREPARATION COSTS

The County shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

D. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

E. PROPOSAL AMENDMENT

The County shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the County formally requests such in writing.

F. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. The County must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the County and with prior, written approval from the County.

Not with standing the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage, or Contractor may insure subcontractors under its own policy.

I. PROPOSAL OF ADDITIONAL SERVICES

If a Proposer indicates an offer of goods or services in addition to those required by and described in this RFP, these additional goods or services may be added to the contract before contract signing at the sole discretion of the County.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the County if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a County employee, or any Competitor.

K. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in Exhibit "A" before commencing work on the contract.

L. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The County may require any or all Proposers to submit evidence of proper licensure.

M. RFP AMENDMENT AND CANCELLATION

The County reserves the unilateral right to amend this RFP in writing at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers through BidSync. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

N. RIGHT OF REJECTION

The County reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.

The County reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the proposer from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any Proposer to strict compliance with the RFP.

O. DISCLOSURE OF PROPOSAL CONTENTS

All proposals become the property of the County, which is a public agency subject to the disclosure requirements of the California Public Records Act (CPRA, California Government Code §6250 and following). The CPRA contains limited exemptions. If you contend that any documents, as defined by the CPRA, are confidential or proprietary material and exempt from CPRA, these documents shall be clearly marked "Exempt from CPRA." Proposer shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorneys fees) that may result from denial of a CPRA request. If Proposer does not respond to a CPRA request or agree to do so within five (5) days, the County may disclose the requested information under the CPRA."

P. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria.

The County reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Q. AWARD OF PROPOSAL

Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. This criterion is not listed in any order of preference. The County reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

Award Evaluation Criteria:

- 1) Reasonableness of Costs
- 2) Qualifications and Experience
- 3) Demonstrated Competence/Responsibility
- 4) Customer References
- 5) Quality and Completeness of Submitted Proposal
- 6) Locations of Cardlock Sites within Yolo County
- 7) Other Factor (ie. Extra Products/Services)

R. AWARD PROCESS

The County reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the proposer can offer. The County reserves the right to negotiate and/or include a best and final offer stage to the process.

Notwithstanding, the county reserves the right to add terms and conditions, deemed to be in the best interest of the county, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order.

The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Proposer.

IV. TERMS AND CONDITIONS

A. QUALIFICATIONS/INSPECTION:

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

B. NON-WAIVER:

The County's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the County.

C. FEDERAL, STATE, AND LOCAL LAWS:

The successful proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible proposer.

D. GOVERNING LAW:

If an award is made, the contract will be made in the County of Yolo and shall be governed and construed in accordance with the laws of the State of California. Any action relating to the Contract shall be instituted and prosecuted in the courts of Yolo County, California.

E. ADDITIONAL LAWS AND REQUIREMENTS AS APPLICABLE:

1. The Contractor will comply with the equal opportunity clause provided under 41 CFR 60-1.4, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. The Contractor will file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), ensuring that the parties will not use, and have not used, Federal appropriated funds to attempt to influence any person or organization in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. The parties must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
3. The Contractor shall conform to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government, including but not limited to the following: Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708), Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401), and the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387.
4. The Contractor is required to comply with Federal Regulations 2 CFR Part 180 and 2 CFR Part 3000.

- a) Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).
 - b) The Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.
 - d) The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000 Subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
5. The Contractor shall make the maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
6. The Drug-Free Workplace Act of 1990 ("the Act") requires the Contractor to comply with the requirements of Government Code Sections 8350-8357 and the requirements of federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620.
7. The Contractor must certify it has not been suspended or debarred from participation in federal grants or have been convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

F. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under any resulting contract.

G. PUBLIC AGENCY:

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

H. ADDITIONAL PURCHASES:

Following the award, the County may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Vendor agrees to provide the like item(s) at the same discounted price and under the

same terms and conditions as the previous award.

I. EXTENSIONS:

The County reserves the right to extend any contract past the end term date upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

J. PRICE ESCALATION:

All prices are firm for a period of three (3) years from the date of award. The Contractor may raise prices in accordance with the California Consumer Price (CPI-W, US City Average, All Items; NSA) Index for each of the allowable one (1) year extensions: (7/1/23-6/30/24, 7/1/24-6/30/25). The increase in price shall remain firm for the renewal term. The County reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request.

K. INVOICES AND PAYMENT TERMS:

Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments.

The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

L. COMPLIANCE:

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may be cause for the County to cancel the balance of the awarded purchase order and award will be made to the next lowest proposer. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

M. DEFAULT:

In case of default by the awarded proposer, the County may procure the goods or services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected proposer, or by any other legal means available to the County. The County may also ban selected proposer up to two years from future solicitations for default.

N. TERMINATION FOR CONVENIENCE:

The County reserves the right, in its best interest as determined by the County, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

O. CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

P. ASSIGNMENT/TRANSFER/SUBCONTRACTING:

Awarded Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the department. Any award issued pursuant to this RFP, and the monies, which may become due hereunder, are not assignable without the prior written approval of the County.

Q. F.O.B. POINT:

All prices quoted shall be F.O.B destination, freight prepaid (proposer pays and bears freight charges, proposer owns goods in transit and files any claims), excluding sales tax. The County is exempt from Federal Excise and Transportation taxes.

R. PROTESTS:

The County encourages suppliers to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The County is committed to fostering relationships with its suppliers to encourage an ongoing pursuit to fulfill requirements.

1) Protest Procedures:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. Protests may be submitted by mail or by electronic mail. Protests submitted by facsimile will not be accepted. All protests must be addressed and submitted to both the RFP Coordinator of this solicitation and the Manager of Procurement. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the Protester;
2. The signature of the Protester or Protester's representative;
3. The solicitation title and due date;
4. Name of County employee designated as the RFP/IFB Coordinator;
5. Identification of the statute or procedure that is alleged to have been violated;
6. A detailed statement identifying the legal and/or factual grounds of the protest and all documentation supporting the vendor's position;
7. The form of relief requested.

The contact information for the Manager of Procurement is as follows:

Manager of Procurement
Yolo County Department of Financial Services
625 Court St., Ste. 103
Woodland, CA 95695-3490

Protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Manager of Procurement will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest. The Manager of Procurement's decision is final.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

2) Protest of RFP Specifications/Requirements/Terms & Conditions:

Companies who are concerned regarding irregularities or lack of clarity in specifications, requirements, terms and/or conditions of a solicitation should be brought to the attention of the County. Notice shall be provided prior to the closing date and time of the designated "question and answer period" of the proposal noted above in the Section II. Schedule of Events Chart, item#3 Deadline for Written Comments Posted on BidSync.

Notice must be clearly marked "**Notice of Protest of Specifications/Requirements/Terms & Conditions**". No requests for protests of solicitation specifications, requirements, terms and/or conditions shall be considered after the deadline stated above.

Companies who fail to do so forfeit all rights to protest a solicitation or any subsequent award based on the specifications, requirements, terms or conditions of this solicitation. In the event of the protest for specifications, requirements, terms and/or conditions is denied and the protester wishes to continue in the solicitation process they must still submit a bid/proposal prior to the close of the solicitation.

3) Protest of Disqualification:

Initial evaluations will determine if proposals have met the minimal requirements as indicated in this RFP. Notices will be sent to all companies who have been disqualified for not meeting the minimal requirements. Should a company disagree with the determination, notice of disagreement must be received within five (5) working days of date of notice identifying areas that are in question and how the company met the minimal requirements. Notice must be clearly marked "**Notice of Disagreement**". Companies who fail to do so forfeit all rights in the protest process. It is at the county's discretion at the department level to make final determinations for all disqualified protests.

4) Protest of Award of Contract:

In protests related to the award of a contract, the protest must be received by e-mail or hard copy no later than 4:00 PM Pacific Time five (5) business days after the notice of the proposed contract. Notice must be clearly marked "**Notice of Protest of Award of Contract**". A review may be granted if the protest is received within the specified time and the firm/person submitting the protest is a Bidder/Offeror.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a contract based on a protest.

V. Instructions for Completion of Proposal

A. SUBMITTING PROPOSALS:

The required method of submitting your proposal is electronically through BidSync **AND** by hard copy as noted below.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for Vendor support.

When submitting a hard copy, print the entire "Request for Proposal" and send one (1) signed original by the due date and time at **County of Yolo Purchasing Department, 625 Court Street Room 103, Woodland, CA. 95695, ATTN: Karen Kawelmacher** with the markings on the outside of the sealed envelope **"RFP # & NAME: Unleaded Gasoline and Diesel Fuel Product & Services" & "March 18, 2020."**

Offerors who send proposals by mail, electronically or by other delivery service are cautioned to allow adequate delivery time to ensure timely receipt of their proposals. The County is not responsible for any delays caused by the offerors chosen means of proposal delivery.

Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

B. REQUIRED PROPOSAL SUBMITTALS:

The submittals requested shall be included with the proposal response. Failure to include required submittals may be cause for rejection of your proposal. The following are required for your proposal to be considered and must be labeled with the following:

- | | |
|--------------|---|
| 1. Exhibit A | Bid Form |
| 2. Exhibit B | Supplier's Questionnaire |
| 3. Exhibit C | Previous Customer Reference Form |
| 4. Exhibit D | OPIS PAD#5 Report for the Sacramento Area dated Thursday, February 13, 2015 close of business day |
| 5. Exhibit E | Two booklets showing Northern California card lock fueling site location |
| 6. Exhibit F | Signature Page |
| 7. Exhibit G | Non Collusion Non Conflict of Interest Statement |

C. PRICING REQUIREMENTS:

Proposers are to quote an adjustment/differential to the daily "average" price published in the OPIS (Oil Price Information Service) PAD 5 Sacramento Regional Rack Price Report for the type of fuel requested. Rack pricing must include the Cap and Trade Fee enacted January 1, 2015.

If quoting a price less than OPIS, show a "minus" (-) preceding the adjustment/differential. If quoting a price greater than OPIS, show a "plus" (+) preceding the adjustment/differential. If quoting the OPIS price as the bid price, insert the word "OPIS" in that column. This daily "average" report will serve as base prices for purchases made each delivery or fueling date.

- a. The quoted adjustment/differential is to be inclusive of:
 - 1) All Federal and California State superfund charges
 - 2) All California State fees
 - 3) All delivery, fuel surcharges, handling or other vendor related charges
- b. The quoted adjustment/differential is to be exclusive from:
 - 1) Federal Excise Tax
 - 2) California State Sales and California Excise Taxes.

The adjustment/differential (difference between the bid price and the average Sacramento Rack Price reported by OPIS) shall remain firm for the entire term of the contract.

Bid prices shall be based on margin above, below or equal to the average Sacramento rack price reported by the OPIS dated Friday, March 13, 2020 close of business day. Rack pricing must include the Cap and Trade Fee enacted January 1, 2015. Bidders shall submit a copy of the OPIS Report dated Friday March 13, 2020 with their proposal.

Invoiced prices are to be the daily "average" price published in the OPIS PAD 5 Report for the Sacramento, California Area +/- vendors quoted adjustment/differential. All invoices must show the contract pricing formula (OPIS PAD 5 Sacramento Regional Rack Price + Adjustment/Differential =Total

Price Per Gallon). The vendor must also fax each morning, the average daily prices to Yolo County Fleet Services Department.

All delivered fuel prices quoted shall be F.O.B destination, freight prepaid.



COUNTY OF YOLO

Purchasing Division of Financial Services

Unleaded Gasoline & Diesel Fuel Products & Services RFP

Yolo County has completed its evaluation of proposals for RFP#AUDRFPKK2012.

The following vendor, Interstate Oil, was determined as the best evaluated Proposer and the County has awarded to Interstate Oil.

<u>Vendors:</u>	<u>Criteria Evaluations Point Ranking:</u>
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1. Interstate Oil	66.16
2. Ramos Oil	58.50

Yolo County wishes to thank you for the submission of your proposal, and appreciates your interest in providing goods and services to the County. We hope you will respond to future proposals.

If you have any questions regarding this solicitation, please contact the soliciting agency. For questions on using the system to view the solicitation, please contact customer support at vendorsupport@bidsync.com or 1-801-765-9245.

**CITY OF WOODLAND
FUEL SERVICES AGREEMENT**

CM #	
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This Agreement is made and entered into this _____ day of August, 2020, by and between the City of Woodland, a California municipal corporation (“City”), and Interstate Oil, Inc., a California corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. Contractor desires to perform and assume responsibility for the provision of certain professional Contractor services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing fuel distribution services to public clients and is registered to conduct business in the State of California.

B. Contractor agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

C. City desires to engage Contractor to render such services for the terms set forth in this Agreement.

AGREEMENT

1. SCOPE OF SERVICES AND TERM.

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 fuel services necessary for the fuel services contract term (“Services”). The Services are more particularly described in Exhibit “A” 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.

1.2 Term. The term of this Agreement shall be from July 1, 2020 to June 30, 2023, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement by two (2) additional one (1) year periods given the authority to do so by the City of Woodland City Council.

2. SCHEDULE OF SERVICES.

2.1 Pricing. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Pricing set forth in Exhibit "B" 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.

2.2 Extension of Time. Contractor may, for good cause, request extensions of time to perform the Services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

2.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 2.1 above as it may be extended pursuant to Section 2.2 ("Extension of Time"). Contractor shall also perform the Services in strict accordance with the Scope of Services and Pricing described in Exhibits "A" and "B" respectively, attached hereto, or which may be separately agreed upon in writing by the City and Contractor ("Performance Milestones"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3. FEES AND PAYMENTS.

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" attached hereto and incorporated herein by reference. The total compensation shall not exceed ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00). Contractor shall not be reimbursed for any expenses unless authorized in writing by City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement indicating the fuel transactions rendered by Contractor. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, “Extra Work” means any work that is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

4. CHANGES.

4.1 The Parties may, from time to time, request changes in the scope of the Services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor’s compensation and/or changes in the schedule must be authorized in advance by City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

5. RESPONSIBILITIES OF CONTRACTOR.

5.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

5.2 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

5.3 Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: Glen Jager from InterState Oil, Inc. and Troy Thompson from the City of Woodland.

5.3.1 City's Representative. The City hereby designates the Fleet & Facilities Manager or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

5.3.2 Contractor's Representative. Contractor hereby designates Glen Jager, Woodland Branch Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

5.4 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

5.5 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subContractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subContractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-Contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

5.6 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall

include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subContractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. INSURANCE.

6.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subContractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subContractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

6.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Contractor in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

6.2.1 Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

6.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

6.2.3 Workers’ Compensation. Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

6.2.4 Professional Liability. Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

6.3 Endorsements.

6.3.1 The policy or policies of insurance required by Sections 6.2.1 Commercial General Liability and 6.2.2 Automobile Liability and **Error! Reference source not found.** Contractor's Pollution Liability shall be endorsed to provide the following:

6.3.1.1 Additional Insured. The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

6.3.1.2 Primary Insurance and Non-Contributing Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

6.3.1.3 Severability. In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

6.3.1.4 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.1.5 Duties. Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

6.3.1.6 Applicability. That the coverage provided therein shall apply to the obligations assumed by the Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

6.3.2 The policy or policies of insurance required by Section 6.2.3 Workers' Compensation shall be endorsed, as follows:

6.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

6.3.2.2 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.3.3 The policy or policies of insurance required by Section 6.2.4 Professional Liability shall be endorsed, as follows:

6.3.3.1 Cancellation. The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

6.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.8 Insurance for SubContractors. All subContractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing

subContractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subContractor's policies.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Contractor on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Contractor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor shall retain copies of all Documents & Data on file for a minimum of four (4) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Contractor shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

7.1.1 SubContractors. Contractor shall require all subContractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subContractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its subContractors, or those provided to Contractor by the City.

7.1.2 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is

legally responsible or liable, or anyone approved by the Contractor, or for the use of Documents & Data on any other project by City.

7.1.3 Electronic Copies. Contractor shall provide electronic copies of the finished products in the original software format at the conclusion of the respective phases of work. Complex documents such as reports that utilize more than one type of software shall also be provided in a common format such as Adobe Acrobat (*.pdf). Files of construction drawings shall be provided in a current version of AutoCAD.

7.2 Confidentiality. All Documents & Data, either created by or provided to Contractor in connection with the performance of this Agreement, shall be held confidential by Contractor. All Documents & Data shall not, without the prior written consent of City or except pursuant to court order, be used or reproduced by Contractor for any purposes other than the performance of the Services. Contractor shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor that is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

7.3 Indemnification. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

8. ACCOUNTING RECORDS.

8.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

9. SUBCONTRACTING.

9.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

10. TERMINATION OF AGREEMENT.

10.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

10.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

10.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

11. GENERAL PROVISIONS

11.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attn: Troy Thompson, Public Works Department

Contractor:

INTERSTATE OIL, INC.
183 W. Main Street
Woodland, CA 95695
Attn: Glen Jager, Woodland Branch Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11.2 Indemnification.

11.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and

agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

11.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 11.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

11.3 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

11.3.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any

such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 11.3 or any of its subsections.

11.3.2 Employment Eligibility; Subcontractors, Contractors, Sub-subcontractors and SubContractors. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, Contractors, sub-subcontractors and subContractors performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 11.3.1.

11.3.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, Contractors, sub-subcontractors or subContractors to meet any of the requirements provided for in Sections 11.3.1 or 11.3.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 11.3.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

11.3.4 Air Quality. To the extent applicable, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Yolo-Solano Air Quality Management District (YSAQMD) and/or California Air Resources Board (CARB). Contractor shall indemnify City against any fines or penalties imposed by YSAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subContractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

11.4 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further

agrees to file, or shall cause its employees or subContractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

11.6 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subContractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

11.7 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

11.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

11.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates

or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

11.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

11.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

11.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

11.14 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

11.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

11.16 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subContractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

11.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

11.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

11.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

11.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

11.21 City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

11.22 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

CITY OF WOODLAND

INTERSTATE OIL COMPANY

By: _____
Ken Hiatt
City Manager

By: _____
Glen Jager
Woodland Branch Manager

Attest:

Attest:

By: _____
Ana Gonzalez
City Clerk

By: _____
[Name]
[Title]

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Contractor will provide fuel services through a card-lock system. The Agreement will be for one (1) three (3) year term (July 1, 2020 through June 30, 2023). This Agreement may be extended for two (2) one (1) year periods at the discretion of the City and approved by the City Council.

Services performed under this Agreement shall be subject to inspection and approval by the Fleet and Facilities Manager. This section outlines the minimum acceptable standards.

1. Contractor offers both Pacific Pride and CFN fueling networks.
2. Contractor will replace lost and stolen cards within (10) calendar days of request, free of charge to the City.
3. Contractor will provide paper or electronic invoices, as requested by the City. Contractor will also send cardlock invoice information in a .csv format to import into the City’s fleet database.
4. Contractor will provide both vehicle and bulk fuel cards as requested by the City and will itemize all charges.
5. Contractor’s card lock invoices will include all of this information along with pricing, equipment number, driver last name, first name, fueling location, departments and index codes.
6. City may access their respective card lock transactions on Contractor’s web page daily for the previous day’s purchases.
7. At the request of the City, Contractor’s software programmers will also write a program allowing the City to log on to a specific web page and download cardlock transaction information in a format that the City requires for its fleet database, free of charge to the City.
8. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Fleet & Facilities Manager of the City of Woodland.
9. The City of Woodland is exempt from Federal Excise and Transportation Taxes. Exemption certificate will be furnished upon request.
10. LIENS: Contractor, by signing this Agreement, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens.

11. **WARRANTY:** Notwithstanding any other provisions of this Agreement, Contractor warrants that the materials, supplies or services furnished shall be the most suitable grade and exactly as specified in this Agreement. Such warranty shall include the following: performance, workmanship, labor, materials, contractor's design or engineering contributions. If a defect is discovered in any item of materials, supplies or services as are reported within one year after final acceptance of the applicable warranty period. Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud or such gross mistakes as amount to fraud, latent defects or specific failure to comply with the terms of this agreement. Unless otherwise stated in this Agreement, the minimum acceptable warranty shall be one year from the date of acceptance by the City.
12. **NON-DELIVERY:** Non-delivery within the time specified may result in cancellation in whole or in part of this Agreement. Contractor may be held liable for damages caused to the City as a result of said non-delivery. The City may, by written notice of default to the contractor, terminate any (resulting) agreement in whole or in part should Contractor fail to deliver within the time specified, or fail to deliver in strict conformance to specifications set forth by the City. In the event of such termination, the City reserves the right to purchase or obtain the supplier or services elsewhere. In case of default by the Contractor, the City may procure the articles or services from another source and may recover the loss occasioned thereby from any unpaid balance due to the Contractor or by proceeding against performance bond of the Contractor, if any, or by legal process against the Contractor. The prices paid by the City shall be considered the prevailing market price at the time such purchase is made.

EXHIBIT “B”

PRICING

Contractor will charge 0.105 cents above Sacramento Oil Price Information Service (OPIS) Average for Gasoline, and 0.106 cents above Sacramento OPIS for Diesel for a total Not To Exceed amount of \$1,200,000 through June 2023.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
THE CITY MANAGER TO EXECUTE A 3-YEAR COOPERATIVE FUEL SERVICES
AGREEMENT WITH INTERSTATE OIL**

WHEREAS, the previous agreement with Interstate Oil ended in June 2020; and

WHEREAS, the City of Woodland entered into a cooperative purchasing bid with Yolo County for fuel services and products in spring 2020; and

WHEREAS, two proposals were received from Interstate Oil and Ramos Oil, bids were evaluated based on a points system, and Interstate Oil won the bid based on having the most points; and

WHEREAS, the City of Woodland wishes to enter into a three-year Fuel Services Agreement with Interstate Oil for a total Not To Exceed amount of \$1,200,000 through June 2023; and

WHEREAS, the City Council wishes to authorize the City Manager to execute the Fuel Services Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND: hereby authorizes the City Manager to execute a three-year Fuel Services Agreement with Interstate Oil for a total Not To Exceed amount of \$1,200,000 through June 2023.

PASSED AND ADOPTED by the City Council on this 18th Day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

ATTEST:

Ana Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.18
SUBJECT: E. Main Street Improvement Project, CIP 13-05; Approve Consultant Services Amendment

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to (1) approve a Consultant services amendment for design services with Mark Thomas and Company, in the amount of \$43,929.00 for a total agreement amount of \$495,923.51, (2) authorize City Manager to execute the contract amendment with Mark Thomas and Company for the E. Main Street Improvement Project, CIP 13-05.

Staff Contact

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

Fiscal Impact

The E. Main Street Improvement Project, CIP 13-05, is included in the Capital Budget in the amount of \$5,706,000. Funding includes \$2,956,000 of Bike and Pedestrian and Local /Regional Transportation Grant funds from the Sacramento Area Council of Governments (SACOG), \$50,000 of Water Enterprise Funds, \$50,000 of Sewer Enterprise Funds, \$1,000,000 of Road Maintenance and Rehabilitation Account (RMRA-SB1) Funds and \$1,650,000 of Measure E funds.

The current contract amount with Mark Thomas and Company was \$451,994.51 and this amendment of \$43,929 will bring the total agreement amount to \$495,923.51. The project budget includes the costs for design, project management, construction management/inspection and construction.

There is no impact to the General Fund.

Background

The project is located on East Main Street from East Street to the Interstate 5 (I-5) Northbound off ramp. Part of the project is located within the State of California right of way and work within the State's right of way will need to be completed under an encroachment permit.

The project will install a landscape separated, off-street bike path on the north side of E. Main Street between Pioneer Avenue and Matmor Road. The project also includes microsurfacing the pavement, and restriping the road between East Street and the I-5 overcrossing of East Main Street. Restriping will include the narrowing of travel lanes to reduce travel speeds and the widening of the existing on-street bike lanes and adding bike lanes where they do not exist. Additionally, the project will install curb and gutter, landscape, fencing, irrigation and storm drainage improvements on the north side of East Main between Pioneer Avenue and East Street.

The E. Main Street Improvement project is an ongoing City project. In October 2014, staff released a request for proposals from firms/teams to perform design services for this project. After a thorough evaluation of the submitted proposals, staff determined the top rated firm was Mark Thomas & Company. In early 2015,

Council approved the design contract and shortly thereafter design for the project began.

In late 2015, the City was awarded funding for projects to rehabilitate W. Court Street and W. Main Street. Due to limited staffing and the short timeline on funding for these new projects, the design phase of the W. Court and W. Main projects were prioritized for staff time over the E. Main Street project. Once design for the W. Main Street and W. Court Street projects were near completion, staff continued to move the E. Main Street project forward.

Discussion

In early 2019, Caltrans informed the City that they had funding for operational and safety improvements for E. Main Street near the Southbound I-5 on-ramp to reduce E. Main Street congestion. Since the City project was scheduled to be constructed prior to the Caltrans project, the Agencies agreed to an agreement whereby Caltrans would provide the City \$265,000 to put toward the improvements which would meet both Caltrans' and the City's needs. The improvements include reduced curb return radii and new curb ramps to calm traffic turning onto the I-5 Southbound on ramp, crosswalk striping at the intersection, and a new median island with passageways to allow safer passage for pedestrians and bicyclists.

The improvements across the Caltrans right of way require an encroachment permit with Caltrans. During the encroachment permit process it was discovered that, while the City has been maintaining E. Main Street since it was transferred to the City, there was no written documentation of the maintenance agreement. As such, Caltrans' Encroachment Permits office requires that the City enter into a formal maintenance agreement to document what has been occurring and to include maintenance of the new improvements. The agreement identifies maintenance responsibilities for both the City and Caltrans. Execution of the maintenance agreement is required to receive the encroachment permit and authorization to begin construction on any part of the E. Main Street project. Approval for the maintenance agreement will come forward for approval at a later date.

The Mark Thomas & Co. amendment includes funding for tasks associated with additional efforts to prepare exhibits, documents and cost estimates for the Caltrans agreements and encroachment permit process. There is no change authority provided by Council for this contract. In addition, it includes funding required for bidding and construction support to complete the project through construction. This action does not require a change to the project budget.

Staff anticipates obtaining the Caltrans encroachment permit by the end of the summer, finalizing the project design and bidding the project in late 2020 for a construction start date in Spring 2021 in coordination with PG&E relocation of their facilities that are in conflict with the project.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to (1) approve a Consultant services amendment for design services with Mark Thomas and Company, in the amount of \$43,929.00 for a total agreement amount of \$495,923.51, (2) authorize City Manager to execute the contract amendment with Mark Thomas and Company for the E. Main Street Improvement Project, CIP 13-05.

Prepared by: Clara Olmedo, Associate Engineer

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



Ken Hiatt
City Manager

Attachments:

1. A- Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING AN AMENDMENT WITH MARK THOMAS & COMPANY
CONSULTANTS, INC. FOR DESIGN SERVICES**

WHEREAS, the E. Main Street Improvement Project, CIP 13-05 is fully funded in the Capital Budget; and

WHEREAS, the City Council approved a Consultant Services Agreement with Mark Thomas & Company on January 20, 2015 in the amount of \$358,614; and

WHEREAS, the City Council approved the first amendment with Mark Thomas & Company for \$93,380.51 on July 2, 2019 for a total contract amount of \$451,994.51; and

WHEREAS, the City Council wishes to approve the second amendment with Mark Thomas & Company for \$43,929.00 for a total contract amount of \$495,923.51; and

WHEREAS, the City wishes to approve the Amendment with the Mark Thomas & Co. 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 consultant services amendment and authorizes and directs the City Manager to execute the amendment in the amount of \$43,929.00 for a total contract amount of \$495,923.51.

Section 2. A copy of the Agreement are available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.19
SUBJECT: Appropriate Funds from SLIF Parks & Recreation to CIP 19-11, Spring Lake Central Park, to Facilitate Park Property Purchase

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, to approve the appropriation of \$500,000 from the SLIF Parks & Recreation (Fund 640) Fund to CIP 19-11, Spring Lake Central Park, for park property purchase.

Staff Contact

Ed Wisniewski, Senior Civil Engineer - (530) 661-5975; ed.wisniewski@cityofwoodland.org

Fiscal Impact

Funding for the Spring Lake Central Park Project, CIP 19-11, is included in the Capital Budget approved by City Council on June 16, 2020. The funding source is Spring Lake Infrastructure Fee (SLIF) Parks & Recreation (Fund 640). The project has a current budget of \$10,000 intended to cover management costs associated with land acquisition as well as some preliminary design costs.

Pursuant to the fully executed purchase and sale agreement between the City and owner (Woodland Parcel Four, L.P.), the City is to pay \$500,000 for the 4-acre park site. This amount does not increase due to inflation. The City is legally obligated to pay off the land acquisition for Parks N3 and N1 prior to the acquisition of this property. The City's Finance Department has verified that the land acquisitions for Parks N3 and N1 have been fully paid off, and that SLIF Parks funding is now available to be used for the acquisition of this property.

Although the project is approved, an appropriation is needed to allocate the \$500,000 to complete the park land purchase.

Background

The Spring Lake Specific Plan calls for the acquisition, design, and construction of a 4-acre park within the Spring Lake Central subdivision. The park size will be increased to 5 acres if the adjacent 1.0 acre parcel that has been reserved for a future fire station is not constructed at this location. The adjacent parcel will be dedicated to the City at no cost.

On March 6, 2007, the City and the current owner's predecessor-in-interest, Woodland Spring Lake Partners, L.P., entered into a Development Agreement and subsequently amended it on April 8, 2015. In the amendment, the owner agreed to grant the property to the City at a price not to exceed \$125,000 per acre, for a total of \$500,000 provided that the City and owner enter into a purchase and sale agreement.

On December 22, 2016, the City recorded an Irrevocable Offer of Dedication against the property wherein Woodland Spring Lake Partners, L.P. granted an irrevocable offer of dedication of the property to the City pursuant to the compensation outlined in the development agreement.

Woodland Parcel Four, L.P. has assumed all of the responsibilities and obligation of Woodland Spring Lake Partners, L.P. regarding the disposition of the property pursuant to the terms of the Development Agreement, as amended, and the Irrevocable Offer of Dedication.

On July 31, 2018, the Agreement for the Purchase and Sale of the Park Property between the City and Woodland Parcel Four, L.P. was executed by the City Manager, as authorized by City Council at its June 19, 2018 meeting. The agreement outlines the terms of the acquisition of the park property.

Discussion

On July 10, 2020, staff notified the property owner, Woodland Parcel Four, L.P., that the City is in possession of sufficient SLIF Park funds to purchase the property. Pursuant to the terms of the purchase and sale agreement, this notification served as written notice of the commencement of the 45-day due diligence period. As part of the due diligence process, City staff has reviewed the title report, phase 1 environmental site assessment, and performed a visual inspection of the property. Staff finds that the property is in good condition and suitable for purchase and development for a future park site. The next course of action is to appropriate the funds from the SLIF Parks and Recreation Fund to the project for which the funds will be used to acquire the land, Spring Lake Central Park, CIP 19-11.

Over the course of the next year, staff will be initiating engagement with the community to solicit input on the next phases of improvements to the undeveloped park land in the Spring Lake area.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____, to approve the appropriation of \$500,000 from the SLIF Parks & Recreation (Fund 640) Fund to CIP 19-11, Spring Lake Central Park, for park property purchase.

Prepared by: Ed Wisniewski, Senior Civil Engineer

Reviewed by: Brent Meyer, City Engineer/Acting CDD Director



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Agreement for the Purchase and Sale of Certain Real Property
3. Location Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE APPROPRIATION OF \$500,000 FROM THE SLIF PARKS AND
RECREATION FUND (FUND 640) TO CIP 19-11, SPRING LAKE CENTRAL PARK,
FOR PARK PROPERTY PURCHASE**

WHEREAS, the Spring Lake Specific Plan identifies four acres of park land in the center of the Spring Lake Central plan area; and

WHEREAS, on May 19, 2015, the City Council approved tentative map 5027 and associated Development Agreement with map conditions of approval including a requirement to complete a park land purchase and sale agreement; and

WHEREAS, on June 19, 2018, the City Council approved an Agreement for the Purchase and Sale of Certain Real Property between the City of Woodland and Woodland Parcel Four, L.P., a California limited partnership, outlining the terms of the purchase of park property.

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

Section 1. The City Council hereby approves the appropriation of \$500,000 from the SLIF Parks and Recreation (Fund 640) fund to CIP 19-11, Spring Lake Central Park, for park property purchase.

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

AGREEMENT FOR THE PURCHASE AND SALE OF CERTAIN REAL PROPERTY

This Agreement for the Purchase and Sale of Certain Real Property (the "Agreement") is entered into as of the 31st day of July, 2018, by and between the City of Woodland, a California municipal corporation ("City") and Woodland Parcel Four, L.P., a California limited partnership ("Owner"). City and Owner shall individually be referred to herein as a "party" and together as the "parties."

RECITALS

A. Owner is the record owner of approximately four (4.0) acres of certain real property located in the Spring Lake Specific Plan Area of the City of Woodland, in the County of Yolo, State of California, more particularly described in, and generally shown on **Exhibit "A,"** attached hereto and incorporated herein (the "Property"), which is identified by the Yolo County Assessor's Office as a portion of Yolo County Assessor's Parcel Number 042-580-073-000, located within the Spring Lake Central housing development project within the City of Woodland.

B. Owner desires to convey the Property to City for purposes of City's use as a neighborhood park, pursuant to the terms and conditions set forth in this Agreement.

C. City and Owner's predecessor-in-interest, Woodland Spring Lake Partners, L.P., entered into a Development Agreement on or around March 6, 2007, and subsequently amended it on or around April 8, 2015, and Owner agreed in the First Amendment to the Development Agreement to grant the Property (referred to as "Lot A" in the Development Agreement, as amended) to the City at a price not to exceed One Hundred Twenty-five Thousand Dollars (\$125,000.00) per acre, for a total of Five Hundred Thousand Dollars (\$500,000.00) provided that City and Owner enter into a purchase and sale agreement.

D. On December, 22, 2016, the City recorded an Irrevocable Offer of Dedication against the Property wherein Owner's predecessor-in-interest granted an irrevocable offer of dedication to City of the Property pursuant to the compensation set forth in Section 4.19 of the Development Agreement; and

E. Owner has assumed all of the responsibilities and obligations of Woodland Spring Lake Partners, L.P. regarding the disposition of the Property pursuant to the terms of the Development Agreement, as amended, and the Irrevocable Offer of Dedication and agrees to be bound by all of their terms as if Owner has originally executed the Development Agreement, First Amendment to the Development Agreement, and Irrevocable Offer of Dedication.

F. This Agreement, the Development Agreement as amended, and the Irrevocable Offer of Dedication are intended by the parties to work together to specify the terms and conditions for the City's purchase of the Property.

G. City desires to purchase the Property, pursuant to the terms and conditions set forth in this Agreement, and to use the Property for a neighborhood park.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties hereto agree as follows:

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

2. Purchase and Sale of Property.

a. Acquisition of Property. City agrees to acquire the Property from Owner provided that Owner has complied with all provisions of this Agreement.

b. Purchase Price. The purchase price ("Purchase Price") for the Property shall be FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00). The Purchase Price is based on the price set forth in the First Amendment to the Development Agreement of One Hundred Twenty-five Thousand Dollars (\$125,000.00) per acre.

c. Transfer of Ownership. Owner shall transfer ownership of the Property to City provided all conditions in this Agreement have been satisfied pursuant to a Grant Deed in a form to be agreed to by the parties. Upon the transfer of ownership of the Property at the Close of Escrow (as defined below), City shall be in possession of, and be responsible for maintenance of, the Property.

d. Possession. Owner shall be entitled to legal possession of the Property at all times during the term of this Agreement until Close of Escrow. Upon Close of Escrow, possession of the Property shall transfer to City from Owner.

3. Payment of Purchase Price. Owner shall not require, and City shall not make, an initial deposit of funds prior to the conveyance of the Property. Owner understands and agrees that City will not pay the Purchase Price to Owner unless and until City has fully repaid the purchase of two other park properties within the Spring Lake Specific Plan referred to as the "N1" and "N3" parks. Owner also understands and agrees that City's payment of the Purchase Price will be solely from Spring Lake Infrastructure Fee ("SLIF") Park Fees and that the City shall have no obligation to use City general fund, other SLIF, or special or enterprise funds to compensate Owner for the Purchase Price. No interest shall accrue on the Purchase Price, and final payment by City shall be for the Purchase Price amount only. When City has sufficient funds to pay the Purchase Price, it shall do so via cashier's check or electronic wire transfer.

4. Due Diligence.

a. Both parties understand and agree that the City will not purchase the Property until it has sufficient SLIF Park Fees (as specified in Section 3). Because conditions may change and in order to conserve resources, the City shall commence its due diligence upon receipt of sufficient SLIF Park Fees to effectuate the purchase and upon giving written notice to Owner of the commencement of its due diligence. From the date City gives written notice to Owner of its

commencement of due diligence, City shall have forty-five (45) days (“Due Diligence Period”) to conduct non-invasive and non-destructive inspections, investigations, tests, and studies with respect to the Property, which tests, studies, and investigations are related to the use of the Property for park purposes. City shall solely bear the cost of any such inspections, tests, and/or studies.

b. In connection with the matters described in subsection 4.a. above, City and City’s employees, agents, contractors, subcontractors, and consultants (collectively “City’s Representatives”) shall have the right to enter upon the Property, at reasonable times during ordinary business hours, upon first providing written notice to Owner at least one (1) business day prior to entry, to perform such inspections, investigations, tests, and studies. Following any such tests or inspections, City agrees to promptly return any portions of the Property damaged or altered by City during such tests or inspections to substantially the same conditions that existed prior to such test or inspection.

c. City shall indemnify, defend (with counsel reasonably satisfactory to Owner), and hold harmless Owner and its respective officers, directors, principals, employees, agents, successors, and assigns, from all claims, actions, demands, damages, and any and all liabilities of any kind or nature arising from City’s or City’s Representatives’ entry upon or investigation of the Property. City’s obligation hereunder shall survive the termination of this Agreement.

d. Except as set forth above in Section 4.c. above and except for any act or omission of City or City’s Representatives, Owner shall indemnify, defend, and hold harmless City and its employees, officials, officers, and agents from any liabilities and claims arising out of Owner’s ownership of the Property prior to the Close of Escrow (as defined in subsection 5.a.).

e. During the period until five (5) days prior to expiration of the Due Diligence Period, City may deliver written notice of its disapproval of any aspect of the Property to Owner, which shall be in City’s sole and absolute discretion. If City timely delivers such notice of disapproval of any aspect of the Property, City and Owner shall have until the expiration of the Due Diligence Period to use their respective good faith efforts to agree upon a mutually acceptable cure of such disapproved aspect. If the cure requires the expenditure of funds to resolve, the parties agree that the expenditure will be made and the Purchase Price reduced by the amount necessary to cure the item(s) City disapproves. City may, in its sole and absolute discretion, choose to cure the disapproved aspect after the Close of Escrow or have Owner cure prior to Close of Escrow. If the City elects to resolve the disapproved aspect after Close of Escrow, the Purchase Price shall be reduced by the estimated cost to cure.

5. Escrow.

a. Closing Date. The parties shall close Escrow upon completion of all conditions set forth in this Agreement (“Close of Escrow”). The parties agree that Escrow shall close, unless extended, forty-five (45) days after the Due Diligence Period.

b. Escrow. The transaction contemplated by this Agreement shall be consummated by means of an escrow account (“Escrow”) opened at First American Title Company

("Escrow Holder"). The parties shall draft escrow instructions covering, among other things, the payment and charges to the parties, pro-ration of property taxes, disbursement of funds to Owner, recordation of documents, deliverance of title policy, preparation and filing of appropriate government and tax documents, provision of title insurance, and execution of declarations pursuant to the Foreign Investment of Real Property Tax Act ("FIRPTA"), if applicable, and the California Real Estate Withholding Certificate (Form 593).

c. Escrow Fees. Escrow fees, related costs, and other items of expense shall be paid by the parties as follows:

i. Owner shall pay for: (a) recording fees for instruments necessary to deliver title in the condition required by this Agreement; (b) any document preparation fees of the Escrow Holder related to Owner's delivery of title in the condition required by this Agreement; (c) one-half of the fees charged by the Escrow Holder (including escrow fees and document preparation fees (except as related to Owner's obligation to deliver title as required); (d) one half of the cost of recording the Grant Deed; and (e) any other transaction costs it incurs, such as Owner's legal fees and other professional expenses.

ii. City shall pay for the following: (a) one half of the fees charged by Escrow Holder (including escrow fees and document preparation fees); (b) one half of the cost of recording the Grant Deed; (c) a title insurance policy insuring the Property; (d) one half of the cost of recording the Grant Deed; and (e) any other transaction costs it incurs, such as Owner's legal fees and other professional expenses.

d. Cancellation of Escrow. If the Escrow is cancelled due to the breach or default of either party, the defaulting or breaching party shall pay escrow charges, if any. If the Escrow is cancelled because a contingency or condition is not met due to no fault of a party, such as actions of a third party, City and Owner shall each pay one half of the escrow charges.

6. Title at Close of Escrow; Title Insurance.

a. Property. Owner will convey to City, by grant deed, insurable title to the Property, free of all title defects and free of liens, encumbrances, easements, restrictions, rights, and conditions except for the "**Permitted Encumbrances**," as follows: (i) any general and special property taxes and assessments not yet due; (ii) all exceptions as shown on the Preliminary Title Report Order Number 0131-622634ala, a copy of which is attached hereto as **Exhibit B ("PTR")**; and (iii) the standard, pre-printed exceptions included in a CLTA, standard form of owner's policy.

b. Unpermitted Encumbrances. If there is any encumbrance or title defect that is not a Permitted Encumbrance, Owner shall promptly, with due diligence, and at or before Close of Escrow use reasonable efforts to cure such title defect or exception to title at Owner's sole cost and expense. If by ten (10) days prior to Close of Escrow, despite good faith, reasonable efforts, Owner has not been successful with the removal and/or correction of any such title defects or other encumbrance to title that is not a Permitted Encumbrance, City will have the following options, which must be exercised by City prior to Close of Escrow, which decision shall be communicated by written notice to Owner:

i. Accept title to the Property subject to any such encumbrances or title defects that are not Permitted Encumbrances with a reduction of the Purchase Price to permit City to address the encumbrance or title defect; or

ii. Postpone the Close of Escrow for an additional thirty (30) days to permit Owner enough time to remove or correct the encumbrances or title defects that are not Permitted Encumbrances.

c. Title Insurance. City shall pay for City's title insurance policy, issued by Escrow Holder, in such amount as City shall specify. City's title insurance will insure that title to the Property is vested in City, subject only to the Permitted Encumbrances.

7. Prorations. Owner shall be responsible for all real estate taxes and assessments for the Property for the period prior to Close of Escrow.

8. Owner's Promise Not to Further Encumber and to Maintain Property. Owner agrees to deliver the Property at the Close of Escrow in substantially the same order and condition as on the Effective Date of this Agreement, except as may be otherwise provided in this Agreement. During the term of this Agreement, Owner shall not do any of the following without the prior written consent of City, which shall not be unreasonably withheld:

a. Make or extend any leases, contracts, options, or agreements whatsoever affecting the Property that fail to incorporate the terms of this Agreement by reference or that would authorize any action that would be a violation of this Agreement that Owner cannot remove by Close of Escrow; or

b. Cause of permit any lien, encumbrance, mortgage, deed of trust, right, restriction, or easement to be placed upon the Property.

9. Owner's Representations.

a. Authority. By the Close of Escrow, Owner shall have full power and authority to enter into this Agreement and to sell, transfer, and convey fee title to the Property.

b. Pending Actions. There is no suit, action, arbitration, legal, administrative, or other proceeding or other inquiry pending or to the best of Owner's knowledge threatened against the Property or pending or to the best of Owner's knowledge, threatened against Owner that will affect Owner's title to the Property, or any portion thereof, or materially affect the value of the Property.

To the best of Owner's knowledge, there are no:

i. Intended public improvements or private rights that will result in the creation of any liens upon the Property, except as are included in the Permitted Encumbrances;

ii. Uncured notices that have been served upon Owner from any governmental agency notifying Owner of any violations of law, ordinance, rule, or regulation that affect the Property;

iii. Mechanic's liens against the Property;

iv. Notices or other information giving Owner reason to believe that any conditions existing on the Property or in the vicinity of the Property or in ground or surface waters associated with the Property will have a material effect on the value of the Property or subject the owner of the Property to liabilities under environmental law; or

v. Leases, licenses, permits, other options, rights of first refusal, or other agreements (written or oral) that will affect the Property after the Close of Escrow, except as are included in the Permitted Encumbrances.

c. Hazardous Materials. To the best of Owner's knowledge, there is no condition at, on, under, or adjacent to the Property posing a significant hazard to human health or the environment, and to the best of Owner's knowledge, there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Materials, as hereinafter defined, on the Property or any release or threatened release of any Hazardous Materials, pollutant, or contaminant into, upon, or over the Property. To the best of Owner's knowledge, the Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws. Notwithstanding any contrary provision of this paragraph, Owner makes no representation or warranty regarding (and the representation and warranty contained herein shall be inapplicable to) any materials contained in any improved roadway (such as, but not limited to, asphalt), or any staging area or stockpile to the extent that such stockpiled or staged materials are removed from the Property prior to the Close of Escrow.

As used herein, the term "**Hazardous Materials**" shall mean any substance that is (1) designated, defined, classified, or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under any Environmental Law, as currently in effect, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products; (iii) PCBs, (iv) asbestos, (v) flammable explosives, (vi) infectious materials, or (vii) radioactive materials.

For purposes of this Agreement, "**Environmental Law**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*), the Toxic Substances Control Act (15 U.S.C. Section 2601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*), the Clean Water Act (33 U.S.C. Sections 1251 *et seq.*), the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Health & Safety Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Health & Safety Code Section 25300 *et seq.*), and the California Water Code sections 1300 *et seq.*, as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state, or local law, statute, rule, regulation, or ordinance that regulates or proscribes the use, storage, disposal, presence, cleanup, transportation, or release or threatened release into the environment of Hazardous Materials.

d. Other Agreements. This Agreement shall not constitute a breach or default under any agreement to which Owner is bound or to which the Property is subject.

e. Condemnation. There are no presently pending or, to the best of Owner's knowledge, contemplated proceedings to condemn the Property.

To the extent that Owner becomes aware of a substantive conflict with any of the representations and warranties set forth herein after the Effective Date and prior to the Close of Escrow, Owner shall provide City with written notice thereof, in which case City, as its sole remedy, within five (5) business days following receipt of such notice, shall have the right to either (i) terminate this Agreement, or (ii) proceed with the transaction described herein, waiving such inconsistencies in the representation(s) and warranty(ies) (in which case City shall be deemed to have waived any and all damages as a result of such conflict with such representation and warranty).

10. City's Representations. City represents and warrants to Owner that City has full power and authority to enter into this Agreement and to purchase the Property under the terms of this Agreement, and the person(s) signing this Agreement on behalf of City has full power and authority to sign for City and to bind City to this Agreement. This Agreement shall not constitute a breach or default under any agreement to which City is bound or violate any law affecting City.

11. Condition and Inspection of Property. Notwithstanding any other provision of this Agreement to the contrary (except as expressly set forth in Section 10 above), neither Owner nor any principal, employee, or agent of Owner has made or will make, either expressly or impliedly, any representations, guarantees, promises, statements, assurances, or warranties of any kind concerning the Property including, without limitation, the following matters (collectively referred to herein as the "**Property Conditions**"): (i) the suitability or condition of the Property for any purpose or its fitness for any particular use, (ii) the profitability and/or feasibility of owning, developing, operating, and/or improving the Property, (iii) the physical or environmental condition of the Property or conditions that may affect the Property or its current or future uses, habitability, value, or desirability, (iv) the rentals, income, costs, or expenses thereof, (v) the net or gross acreage, usable or unusable, contained therein, (vi) the zoning of the Property, (vii) the condition of title, (viii) the compliance by the Property with applicable zoning or building laws, codes, or ordinances, or other laws, rules, and regulations, (ix) storm drainage, water or utility availability or use restrictions, (x) geologic/seismic conditions, soil and terrain stability, or drainage, (xi) sewer, septic, and well systems and components, (xii) other neighborhood or Property conditions, including, schools, proximity and adequacy of law enforcement and fire protection, crime statistics, noise or odor from any sources, landfills, proposed future developments, or other conditions or influences that may be significant to certain cultures or religions, or (xiii) any other past, present, or future matter relating to the Property that may affect the Property or its current or future use, habitability, value, or desirability. Except as expressly set forth in Section 10 above, the Property is sold AS IS, WHEREAS, WITH ALL FAULTS, AND THERE IS NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PROPERTY. City hereby represents and warrants that it is relying solely upon, and as of the expiration of the Due Diligence Period will have conducted its own independent inspection,

investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Owner, including without limitation, any and all of the Property Conditions. Upon the Close of Escrow, City will assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by City's inspections and investigations. City acknowledges that Owner would not sell the Property to City without the foregoing acknowledgements. Nothing contained herein is intended to limit any remedy available to City for the breach of any express representation or warranty by Owner contained in Section 10 above.

CITY EXPRESSLY WAIVES ALL RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE THAT PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.



City's Initials

THE FOREGOING WAIVER AND RELEASE SHALL SURVIVE THE CLOSE OF ESCROW AND THE DELIVERY AND RECORDING OF THE DEED

12. Conditions Precedent and Survival of Representations and Warranties.

a. Conditions Precedent. Owner and City's obligations under this Agreement are both expressly subject to the representations and warranties of the other party, as set forth in Sections 9 through 10. All such representations shall be true and accurate as of the close of Escrow.

b. Survival of Warranties. City and Owner agree that each representation and warranty in Sections 9 and 10 respectively shall survive the Close of Escrow for a period of six (6) months thereafter and shall not merge with the delivery of the Grant Deed to City.

13. Risk of Loss. All risk of loss or damage to the Property (except any damage caused by City or City's Representatives for which City shall be responsible) shall remain with Owner until Close of Escrow. In the event some material loss or damage occurs prior to the Close of Escrow (except any damage caused by City or City's Representatives for which City shall be responsible), City may, without liability, terminate this Agreement. In the event of such termination, no party shall have any further liability or obligation under this Agreement, except as expressly provided in this Agreement.

14. Assignment and Successors. This Agreement may not be assigned by either party without the prior written consent of the other party, to be given in its sole and absolute discretion. Subject to the foregoing sentence, this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, beneficiaries, successors, and assigns.

15. General Provisions.

a. Professional Advisors. City encourages Owner to retain and rely upon its own professional advisors (attorney, accountant, financial, and/or estate planner, etc.). Except for what is set forth in this Agreement, Owner is not relying on any statements, information, representations, or advice provided by City in this transaction. Owner will rely on independent counsel regarding all aspects of this transaction, including without limitation, the characterization of the transaction by the County tax assessor. Owner encourages City to retain and rely upon its own professional advisors (attorney, accountant, financial, etc.). Except for what is set forth in this Agreement, City is not relying on any statements, information, representations, or advice provided by Owner in this transaction. City will rely on independent counsel regarding all aspects of this transaction.

b. Commissions. Each party represents to the other party that it does not have a broker in the current transaction and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Each party indemnifies and agrees to protect, defend, and hold harmless the other party from and against all liability, cost, damage, or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee that the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party.

c. Integration. The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

d. Additional Documents. The parties agree to execute such additional commercially reasonable documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement; provided that no party shall be required to execute any document that conflicts with any of the provisions of this Agreement.

e. Amendments. This Agreement may not be amended, modified, altered, or changed in any respect except by a further agreement in writing executed by the parties.

f. Notices. All notices, claims, demands, or other communications under this Agreement (each such, a "notice") shall be in writing, delivered by hand, facsimile transmission, commercial express courier service, or U.S. mail, postage prepaid, to the parties and their attorneys at the addresses provided below. Notices delivered by hand or by commercial express courier service shall be deemed given when received, as evidenced by written receipt. Notices delivered by mail shall be deemed given three (3) days after mailing. Notices transmitted by facsimile shall be deemed given when transmitted.

To Owner: Woodland Parcel Four, L.P.
Attn: Debbie Perry
940 Emmett Avenue, Suite 200
Belmont, CA 94002
Phone: (415) 227-2206

To City: City of Woodland
Attn: Community Development Director
300 First Street
Woodland, CA 95695
Phone: (530) 661-5930

With a copy to: Kara K. Ueda, City Attorney
Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000

g. Independent Parties. In performing this Agreement, Owner is an independent party and not an agent of City. City shall have no responsibility for payment to any contractor or supplier of Owner. It is not intended by the parties that this Agreement create a partnership or joint venture between them, and this Agreement shall not otherwise be construed.

h. Attorneys' Fees. If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs, and court costs in such amounts as shall be allowed by the court. This Section shall survive the Close of Escrow or any earlier termination of this Agreement.

i. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be in full force and effect.

j. Time of Essence. Time is of the essence of this Agreement, and the escrow provided for and contemplated herein. All times and dates in this Agreement are of the essence.

k. Mediation of Disputes; Remedies. Owner and City agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.

l. Waiver. Waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

m. Dependency. The respective warranties, representations, covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party.

n. Construction. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the other whenever the context so indicates. This Agreement shall be governed by, and construed under, the laws of the State of California, as having been drafted by both parties.

o. Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that this Agreement shall be read together with the Development Agreement as amended and the Irrevocable Offer of Dedication and that none shall supersede the other. Any legal action to enforce or interpret the provisions of this Agreement may be commenced only in the Superior Court of the County of Yolo, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below, the latter of which shall be the “**Effective Date**,” and the City and Owner hereby acknowledge receipt a copy of this Agreement.

CITY OF WOODLAND,
a California municipal corporation

By: _____

Paul Navazio, City Manager

Date: _____

7/30/18

Attest:

By: _____

Ana B. Gonzalez, City Clerk

Approved as to form:

By: _____

Kara K. Ueda, City Attorney

OWNER:

Woodland Parcel Four, L.P.,
a California limited partnership

By: Delaware Retail Control, LLC,
a Delaware limited liability company,
its general partner

By: VPI 2004, Inc., a California corporation,
its manager

By: Debra L. Perry
Name: Debra L. Perry
Its: Vice President

Date: 5/17/18

EXHIBIT A

Legal Description of Property

[2 pages-metes & bounds description and plat from Cunningham Engineering attached]

EXHIBIT "A"

PROPERTY DESCRIPTION

Page 1 of 1

PARCEL "A" PARK DEDICATION

A portion of Parcel 4 of Parcel Map No. 5104, filed in Book 2016 at Page 112 in the office of the Yolo County Recorder, Yolo County, California, being all of Parcel "A" as shown on said map, and being further described on that certain Irrevocable Offer of Dedication, Document No. 2016-0038904-00, Yolo County Official Records, being more particularly described as follows:

Commencing at the northwest corner of said Parcel 4, thence along the northerly line of said Parcel 4, said line also being common to the southerly line of the Parkland Avenue IOD, per Document No. 2016-0038909-00, Yolo County Official Records, Yolo County, California, South 89°32'10" East, 169.00' feet to the **True Point of Beginning**; thence the following seven (7) courses:

- 1) Along said common line, South 89°32'10" East, 276.90 feet;
- 2) Thence continuing along said line, along the arc of a 730.50 foot-radius, tangent curve to the right, through a central angle of 2°11'28", a distance of 27.93 feet, said arc being subtended by a chord which bears South 88°26'26" East, 27.93 feet;
- 3) Thence leaving said common line, South 17°52'03" West, 592.22 feet;
- 4) Thence North 89°41'09" West, 295.72 feet to a point on the westerly line of said Parcel 4, also being the west line of Harry Lorenzo Avenue per Book C of Roads 103-107;
- 5) Thence along said westerly line, North 00°21'56" East, 308.33 feet;
- 6) Thence leaving said westerly line, South 89°32'10" East, 168.56 feet;
- 7) Thence North 00°27'50" East, 258.09 feet to the **True Point of Beginning**.

Said property contains 4.00 Acres (174,240 sq. ft.), more or less.

End of description for Parcel "A" Park Dedication

Prepared by: Cunningham Engineering Corp.
June 2018

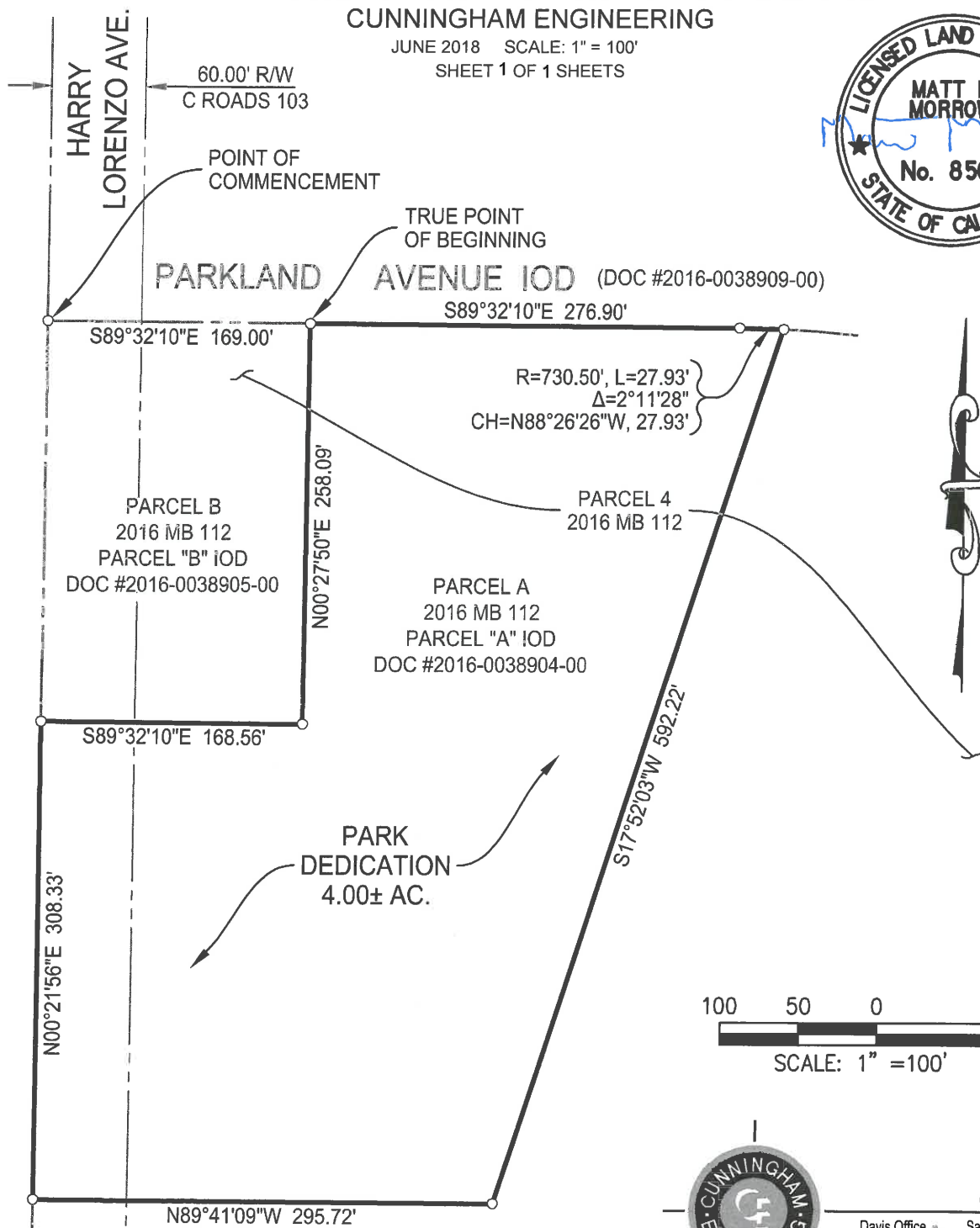


EXHIBIT "B"
PLAT

A PORTION OF PARCEL 4 OF PARCEL MAP NO. 5104, FILED IN BOOK 2016 AT PAGE 112 IN THE OFFICE OF THE YOLO COUNTY RECORDER, YOLO COUNTY, CALIFORNIA, BEING ALL OF PARCEL "A" AS SHOWN ON SAID MAP, AND BEING FURTHER DESCRIBED ON THAT CERTAIN IRREVOCABLE OFFER OF DEDICATION, DOCUMENT NO. 2016-0038904-00, YOLO COUNTY OFFICIAL RECORDS
CITY OF WOODLAND COUNTY OF YOLO STATE OF CALIFORNIA

CUNNINGHAM ENGINEERING

JUNE 2018 SCALE: 1" = 100'
SHEET 1 OF 1 SHEETS



100 50 0 100

SCALE: 1" = 100'



CECWEST.COM

Davis Office ☎ **Sacramento Office ☎**
2940 Spafford Street 2120 20th Street
Suite 200 Suite Three
Davis, CA 95618 Sacramento, CA 95818
(530) 758-2026 (916) 455-2026

EXHIBIT B
Preliminary Title Report

[7-page report dated 1/16/18 attached]



First American Title

First American Title Company

4750 Willow Road, Suite 100
Pleasanton, CA 94588

Escrow Officer: Barbara Clarke
Phone: (916)786-5300
Fax No.: (866)373-6882
E-Mail: bclarke@firstam.com

Title Officer: Kimberly Speer
Phone: (925)356-7195
Fax No.: (714)689-4257
E-Mail: kspeer@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: Reynen & Bardis Homes
Property: Parcel 4 Of Parcel Map 5104
Woodland, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of January 16, 2018 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Extended Loan Policy - 2006

ALTA Extended Owner Policy - 2006

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

WOODLAND PARCEL FOUR, L.P., A CALIFORNIA LIMITED PARTNERSHIP

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2018-2019, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2017-2018.

First Installment:	\$14,809.23, PAID
Penalty:	\$0.00
Second Installment:	\$14,809.23, OPEN
Penalty:	\$0.00
Tax Rate Area:	003062
A. P. No.:	042-580-073-000
3. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

Community Facilities District SPRINGLAKE MAIN CFD.
4. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 2004-1 (Woodland), as disclosed by Notice of Special Tax Lien recorded July 7, 2004 as Instrument No. 2004-0030198 of Official Records.

5. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
6. An easement for Roads and incidental purposes in the document recorded in Road Deeds as Book C, Pages 103-107 of Official Records.
7. An easement shown or dedicated on the map filed or recorded August 19, 1988 as Book 9, Page 20 of Parcel Maps
For: Road and incidental purposes.
8. The terms and provisions contained in the document entitled "Memorandum of Agreement" recorded March 21, 2007 as Instrument No. 2007-0010530 of Official Records.

The terms and provisions contained in the document entitled "Memorandum of Agreement" recorded May 18, 2016 as Instrument No. 2016-0012991 of Official Records.

9. The terms and provisions contained in the document entitled "Inclusionary Housing Agreement" recorded March 26, 2008 as Instrument No. 2008-0009008 of Official Records.
10. The Terms, Provisions and Easement(s) contained in the document entitled "Grant Deed" recorded September 19, 2008 as Instrument No. 2008-0028907 of Official Records.

Document re-recorded June 6, 2012 as Instrument No. 2012-0017909 of Official Records.

11. The Terms, Provisions and Easement(s) contained in the document entitled "Temporary Maintenance Easement Agreement" recorded July 30, 2009 as Instrument No. 2009-0024506 of Official Records.
12. An easement for Temporary Maintenance and incidental purposes, recorded May 27, 2011 as Instrument No. 2011-0014841 of Official Records.
In Favor of: City of Woodland
Affects: As described therein

13. The terms and provisions contained in the document entitled "Temporary Maintenance Easement Agreement" recorded November 4, 2011 as Instrument No. 2011-0030467 of Official Records.

14. An easement for public right of way, public utility and incidental purposes, recorded March 2, 2012 as Instrument No. 2012-0006841 of Official Records.
In Favor of: City of Woodland, a municipal corporation
Affects: As described therein

Document re-recorded June 6, 2012 as Instrument No. 2012-0017909 of Official Records.

15. An easement for public right of way, public utility and incidental purposes, recorded March 29, 2012 as Instrument No. 2012-0009987 of Official Records.
In Favor of: City of Woodland, a municipal corporation
Affects: As described therein

16. The terms and provisions contained in the document entitled "Covenant to Provide Parking Agreement" recorded December 22, 2016 as Instrument No. 2016-0038903-00 of Official Records.
17. An offer of dedication for public right of way and incidental purposes, recorded December 22, 2016 as Instrument No. 2016-0038907-00 of Official Records.
To: City of Woodland, a political subdivision of the State of California
18. An offer of dedication for public right of way and incidental purposes, recorded December 22, 2016 as Instrument No. 2016-0038908-00 of Official Records.
To: City of Woodland, a political subdivision of the State of California
19. An offer of dedication for public right of way and incidental purposes, recorded December 22, 2016 as Instrument No. 2016-0038909-00 of Official Records.
To: City of Woodland, a political subdivision of the State of California
20. Water rights, claims or title to water, whether or not shown by the public records.
21. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
22. Rights of parties in possession.
23. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

Prior to the issuance of any policy of title insurance, the Company will require:

24. With respect to WOODLAND PARCEL FOUR, L.P., a California limited partnership:
 - a. That a certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) be recorded in the public records;
 - b. A full copy of the partnership agreement and any amendments;
 - c. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
 - d. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
25. An ALTA/NSPS survey of recent date which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded March 07, 2017 as INSTRUMENT NO. 2017-0005784 OF OFFICIAL RECORDS
From: WOODLAND SPRING LAKE PARTNERS, L.P., A CALIFORNIA LIMITED PARTNERSHIP
To: WOODLAND PARCEL FOUR, L.P., A CALIFORNIA LIMITED PARTNERSHIP

3. We find no open deeds of trust. Escrow please confirm before closing.

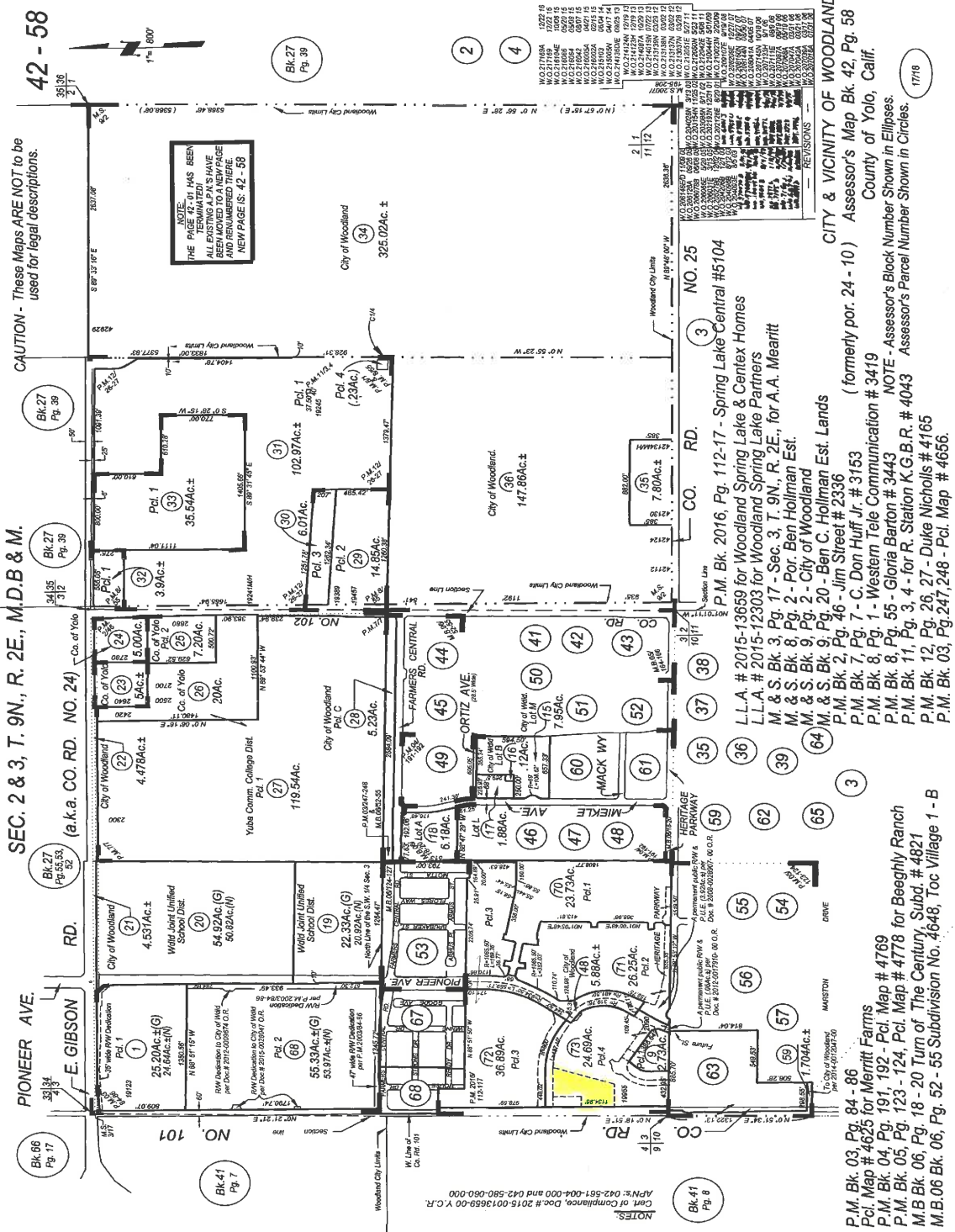
The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Woodland , County of Yolo, State of California, described as follows:

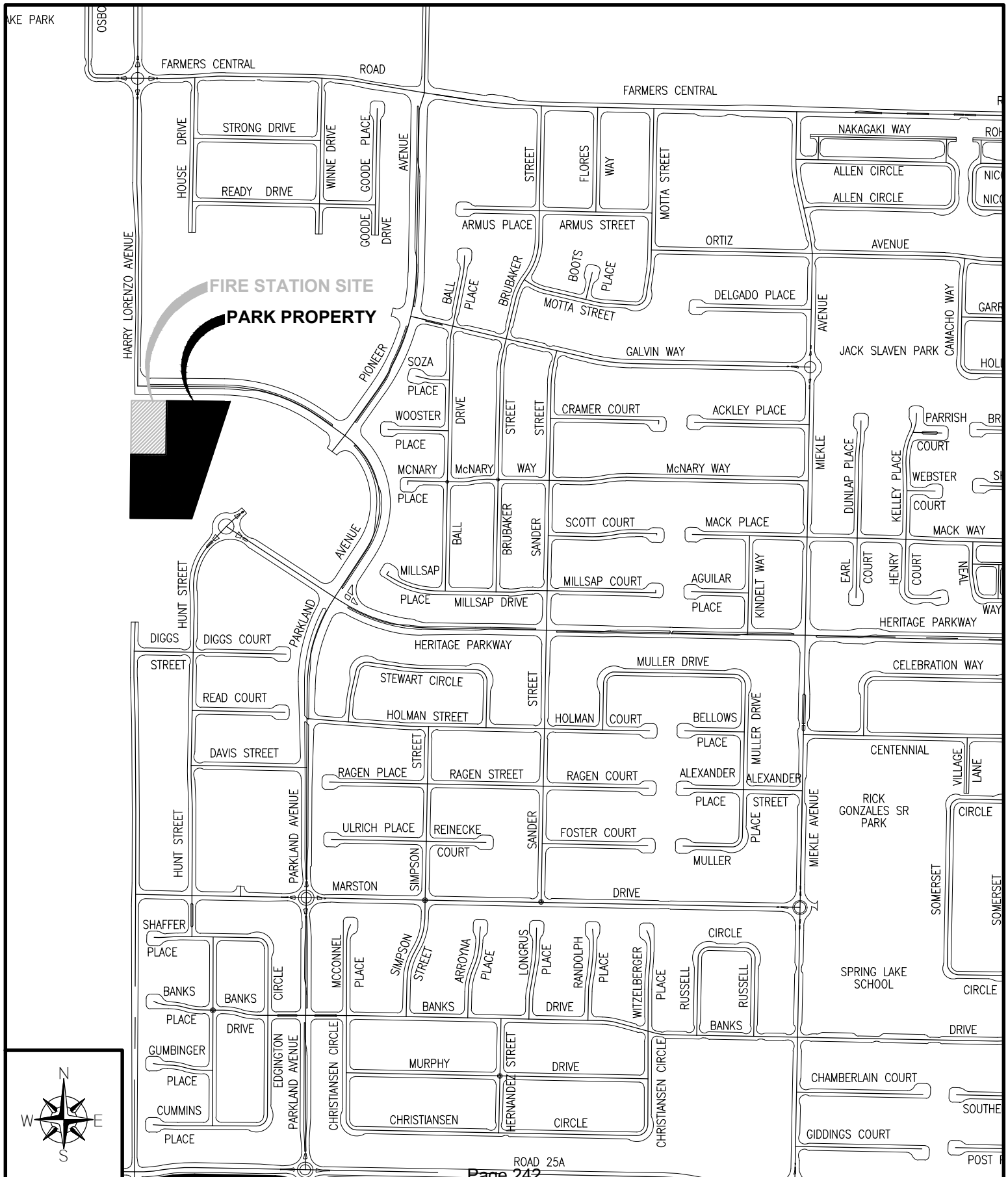
PARCEL 4, AS SHOWN ON SPRING LAKE CENTRAL LARGE LOT PARCEL MAP, PARCEL MAP NO. 5104, FILED FOR RECORD ON DECEMBER 22, 2016, IN MAP BOOK 2016, PAGES 112 THROUGH 117, YOLO COUNTY RECORDS.

APN: 042-580-073-000





SPRING LAKE CENTRAL PARK LOCATION MAP





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.20
SUBJECT: Award Construction Contract for the Woodland Sports Park Turf Replacement Project, CIP 19-19

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, making sole source findings in support of and awarding a Construction Contract to Sprinturf in the amount of \$2,146,872 for the Woodland Sports Park Turf Replacement Project, CIP 19-19 and authorize a contract contingency of 5% (\$107,340).

Staff Contact

Brent Meyer, Acting Community Development Director/City Engineer, 530 661-5947, brent.meyer@cityofwoodland.org

Fiscal Impact

The approved capital budget for the project includes \$3.6 million consisting of \$2,970,000 of Measure E, \$330,000 of Measure F and \$300,000 of facilities replacement funding.

The total project cost is anticipated to be \$3,260,000 including the plan preparation costs, construction management, the goods purchase agreement, the construction contract and contingency.

Background

The Sports Park turf fields were originally constructed in 2008 and 2009 and are in need of replacement. In planning out the construction work for this project, City staff began meeting with the different turf vendors in March 2018. Staff found the turf replacement industry had evolved significantly since the fields were originally constructed. Many fields were being replaced with a pad underlayment beneath the turf material along with infill material alternatives to the crumb rubber in the existing fields.

Staff met multiple times with five different vendors between the March 2018 and January 2020. Staff learned about the different types of pad systems as well as the different types of infill systems. Staff visited sites where fields were being constructed and also met with user groups at a field in Sacramento that had cork infill material. Staff was advised during this time period by a consultant with Callandar Associates Landscape Architecture, Inc., who has a significant amount of experience with designing and maintaining projects that include a turf element.

Discussion

In April, the City received pricing information from five different vendors for the replacement of the fields (see summary in Attachment A). Prior to that, staff had not yet decided what type of pad, infill and fill material to recommend because the City did not have sufficient cost information. Pursuant to Attachment A, the City received costs for field replacement with crumb rubber and two levels of cost for turf with pad and infill

material. After reviewing the pricing information with Community Services Department staff, City management and the infrastructure sub-committee, staff revised the pricing information request to only include a pad, alternative infill material, mid-range face weight and a 10 year warranty. The revised request for pricing information was only sent to the three lowest vendors from the first round. In mid May staff received revised pricing information from these three vendors and the results are provided in Attachment B. Sprinturf provided the lowest cost estimate meeting the City's specifications. After receiving the revised pricing, staff performed due diligence by checking references for Sprinturf.

Public Contract Code section 3400(c)(3) authorizes sole source of public works projects where a necessary item is only available from one source. California case law further excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (Los Angeles Dredging Co. v. Long Beach (1930) 210 Cal. 348; Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631).

As noted above, the City has already undergone a bidding process to determine Sprinturf is the preferred vendor for the project. Further competitive bidding would be unavailing and would not produce an advantage. This is particularly the case because the City has already purchased the turf material from Sprinturf through a Goods Purchase Agreement and Sprinturf is the only authorized installer of that turf material. Accordingly, the City is authorized by law to award a sole source construction contract to Sprinturf. This construction contract includes the installation of the turf material as well as the purchase and installation of the pad and infill material. The contract also includes some grading and drainage remediation work.

Per the contract terms, the contractor will be replacing the fields between October 1, 2020 and December 31, 2020. During this construction period, no more than two fields will be out of service at any given time.

Conclusion

Staff recommends the City Council adopt Resolution No. _____, making sole source findings in support of and awarding a Construction Contract to Sprinturf in the amount of \$2,146,872 for the Woodland Sports Park Turf Replacement Project, CIP 19-19 and authorize a contract contingency of 5% (\$107,340).

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



Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Attachment A - April 2020 Price Information Comparison
3. Attachment B - May 2020 Price Information Comparison
4. Woodland Sports Park Aerial

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING
SOLE SOURCE FINDINGS IN SUPPORT OF AND AWARDED A CONSTRUCTION
CONTRACT TO SPRINTURF, LLC FOR THE WOODLAND SPORTS PARK TURF
REPLACEMENT PROJECT, CIP 19-19**

WHEREAS, the Woodland Sports Park Turf Replacement Project, CIP 19-19 (“Project”) is included in the capital budget with a total budget of \$3,600,000; and

WHEREAS, the Project is needed to maintain an adequate playing surface at the Sports Park; and

WHEREAS, the Project will replace the existing playing surface for all five fields with an underlayment pad, turf and cork/sand infill and also make drainage improvements for the field; and

WHEREAS, the City received two rounds of pricing information from five turf vendors and determined Sprinturf, LLC (“Sprinturf”) is the lowest priced vendor meeting the City’s specifications; and

WHEREAS, Public Contract Code section 3400(c)(3) authorizes sole source of public works projects where a necessary item is only available from one source; and

WHEREAS, California case law further excuses compliance with competitive bidding requirements in exceptional circumstances such as where requests for competitive bids would be futile, unavailing or would not produce an advantage, including when there is only one party who can complete the work (*Los Angeles Dredging Co. v. Long Beach* (1930) 210 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631); and

WHEREAS, the City has already undergone a bidding process to determine Sprinturf is the preferred and lowest priced vendor able to meet the City’s needs and specifications for the Project; and

WHEREAS, further competitive bidding would be unavailing and would not produce an advantage; and

WHEREAS, the City has already purchased the turf material from Sprinturf through a Goods Purchase Agreement, and Sprinturf is the only authorized installer of that turf material.

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

Section 1. The Recitals set forth above are true and correct and are incorporated herein.

Section 2. Based on the City's above described review and Public Contract Code section 3400(c)(3), the City Council hereby approves the construction contract with Sprinturf in the amount of \$2,146,872. The City Manager is hereby authorized and directed to execute the contract and approve change orders up to 5% 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 are available and on file in the City Clerk's office, and are incorporated herein by reference and made part of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

WOODLAND SPORTS PARK TURF REPLACEMENT PROJECT

Attachment A - Preliminary Price Information Comparison 4/13/2020

Consideration for Pricing	SprinTurf	Shaw Sports Turf	AstroTurf	SporTurf	FieldTurf
Low-Range Turf & Crum Rubber Infill	\$ 2,142,132.00	\$ 2,379,267.00	\$ 2,502,645.00	\$ 3,470,720.50	\$ 2,532,069.00
Low-Range Turf, Pad & Alternative Infill*	\$ 2,994,907.00	\$ 3,680,796.00	3,150,170.32 3,740,738.32	\$ 4,406,158.16	
Mid-Range Turf, Pad & Alternative Infill*	\$ 3,090,607.00		3,829,434.32 4,420,002.32		\$ 3,438,619.37

WOODLAND SPORTS PARK TURF REPLACEMENT PROJECT

Attachment B - Preliminary Price Information Comparison 5/14/2020

	SprinTurf	AstroTurf	FieldTurf
Replacement of Turf at all five fields Mid-Range Turf, Pad, Cork/Sand Infill, 10 Year Warranty	\$ 3,039,772	\$ 4,562,393	\$ 3,775,997

WOODLAND SPORTS PARK FIELD LAYOUT





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.21
SUBJECT: Funding Agreement with the Yolo Wayfarer Center for Extended Shelter

Recommendation for Action: Staff recommends that the City Council Adopt Resolution No. _____, authorizing the City Manager to negotiate and execute an agreement with the Yolo Wayfarer Center for operation of the Extended Shelter at a monthly cost to the City of \$15,000 for the period of July 1, 2020 – December 31, 2020.

Staff Contact

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

Fiscal Impact:

There is no impact to the General Fund. Grant funding (California Emergency Solutions and Housing and the City's Senate Bill 2 allocation) included in the FY21 budget is being used to cover the cost of operating Extended Shelter.

Background:

Operation of the Extended Shelter began on December 6, 2018 at the Old County Jail in order to accommodate individuals who had been evicted from a homeless encampment located in the adjacent County-owned parking lot. Through an initial memorandum of understanding (MOU) between the City, County, and Fourth and Hope, and subsequent extensions, the shelter has been operated by Fourth and Hope with the City and County sharing equally in operational costs. The City began covering the monthly costs in March 2020 by using its California Emergency Solutions and Housing grant.

Discussion:

The agreement between the City and the Yolo Wayfarer Center will cover operation of the Extended Shelter until the Emergency Shelter Project under construction at the East Beamer Street and Road 102 site is completed and operational. It is anticipated that operation of the Emergency Shelter Project will commence by December of this year. Because of the challenges experienced by the Yolo Wayfarer Center during the COVID-19 pandemic, operation of the Extended Shelter will be incorporated into the Yolo Wayfarer Center's Main Shelter.

Conclusion:

Staff recommends that the City Council Adopt Resolution No. _____, authorizing the City Manager to negotiate and execute an agreement with the Yolo Wayfarer Center for operation of the Extended Shelter at a monthly cost to the City of \$15,000 for the period of July 1, 2020 – December 31, 2020.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director



Ken Hiatt
City Manager

Attachments:

1. Extended Shelter Council Reso Aug 18, 2020

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT
WITH THE YOLO WAYFARER CENTER FOR OPERATON OF THE EXTENDED
SHELTER AT A MONTHLY COST TO THE CITY OF \$15,000**

WHEREAS, operation of the Extended Shelter at the Old County Jail began on December 6, 2018 and will continue until the Emergency Shelter Project is completed and operational at the East Beamer Street and Road 102 site;

WHEREAS, because of the challenges experienced by the Yolo Wayfarer Center during the COVID-19 pandemic, the operation of the Extended Shelter will be incorporated into the Main Shelter; and

WHEREAS, it is anticipated that the Emergency Shelter Project will begin operations in December of this year.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby authorize the City Manager to negotiate and execute an agreement with the Yolo Wayfarer Center for the operation of the Extended Shelter at a monthly cost of \$15,000 for the period of July 1, 2020 – December 31, 2020.

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.22
SUBJECT: Funding Adjustment for Community Development Block Grant
Construction Activity

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

Fiscal

Impact:

There is no impact to the General Fund. Existing CDBG funds available from CDBG-funded activities that have not used their full allocations will cover the \$2,000 funding increase.

Background:

Empower Yolo was funded through the Fiscal Year 2016/17 CDBG program for improvements to its roof and HVAC system at its 175 Walnut Street facility in the amount of \$19,000.

Discussion:

Because the costs for the initial project scope were significantly less than anticipated, Empower Yolo requested and was approved by the City Council in 2018 to expand the project scope to include the addition of handrails, gates, and fencing at its 175 Walnut facility. Work for the added scope was completed earlier this year at a cost that exceeds the available CDBG funds by \$2,000. It should be noted that a second contractor had to be retained for the work after the initial contractor was non-responsive and completion of the work was further delayed by the COVID-19 pandemic. Existing CDBG funds are available to cover the additional cost.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, approving a \$2,000 CDBG funding increase for Empower Yolo's Capital Project.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director


Ken Hiatt
City Manager

Attachments:

1. August 18, 2020 Reso

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING A \$2,000 FUNDING INCREASE FOR EMPOWER YOLO'S CAPITAL PROJECT**

WHEREAS, the City awarded \$19,000 in Community Development Block Grant funds for the Fiscal Year 2016/17 Empower Yolo Capital Project for improvements to Empower Yolo's 175 Walnut Street facility;

WHEREAS, City Council in 2018 approved a scope change to include the addition of handrails, gates, and fencing at the 175 Walnut facility;

WHEREAS, the additional work was completed earlier this year after being delayed by a change of contractors and the COVID-19 pandemic; and

WHEREAS, the overall cost of the project exceeds the awarded CDBG funds by \$2,000.

NOW THEREFORE, BE IT RESOLVED, as follows:

The City Council does hereby approve a CDBG funding increase of \$2,000 for the Empower Yolo Capital Project through the utilization of existing CDBG funds

PASSED AND ADOPTED this 18th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Richard Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.23
SUBJECT: Receive Fiscal Year 2020 Report on Affordable Housing Loan Portfolio
and Status of City Affordable Housing Funds

Recommendation for Action: Staff recommends that the City Council receive and file the Fiscal Year 2020 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

Staff

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

Contact

Fiscal

Impact

There is no fiscal impact.

Background

The City's affordable housing loan portfolio dates from the late 1980s, but most of the loans were made in the period of 2006 – 2013. The current principal loan value of the portfolio exceeds \$27,200,000 and includes loans held by the Woodland Housing Successor Agency. The Successor Agency was established in 2012 to assume housing loans held by the former Woodland Redevelopment Agency. Repayment of City housing loans is deferred with a few exceptions. The City's portfolio consists of nearly 160 loans. The attached inventory details the portfolio. Street addresses and parcel numbers have been removed from the owner-occupied loans in order to not identify individual borrowers.

While the City has relied on Federal/State grants and loans to fund its multi-family projects (rental projects), it now has affordable housing in-lieu and Spring Lake Off-Site Affordable Housing fees available for rental projects. The City has been collecting affordable housing in-lieu fees from several projects in the Spring Lake Specific Plan Area and will generate in-lieu revenues from other subdivisions in Spring Lake as well as the Prudler development located outside of Spring Lake. For the off-site fee, the City receives \$1,100 for each market rate unit in Spring Lake prior to final map recordation. The City started receiving in-lieu fees in 2016 and off-site fees have been collected since approximately 2005.

Discussion

Affordable Housing Loan Portfolio

Management of the City's affordable housing loan portfolio includes the organization and maintenance of the physical files; maintaining an electronic database of loan agreements, promissory notes, deeds of trust, and affordability agreements; regularly updating a spreadsheet system for tracking individual loans with key borrower information (property address, borrower name, assessor parcel number, source of funds for loan, principal amount of loan, start date of loan, loan term, interest rate, and City monitoring responsibilities); monitoring affordable housing properties (owner-occupied homes and rental projects); preparing payoff notices; reviewing loan subordination requests for compliance with City loan funding sources; and working with individual City borrowers who are experiencing financial difficulties that may put them at risk of

defaulting on their principal loans.

The City's ongoing responsibilities for its affordable housing portfolio vary. For example, the City is a HOME funds lender for three multi-family projects: Sycamore Pointe (11 HOME units), Terracina at Spring Lake (85 HOME units), and Rochdale Grange (43 HOME units). Pursuant to Federal HOME requirements, the City monitors each project in January, which involves inspecting a representative sample of the units, reviewing tenant files and property owner documents (insurance coverage, financials, and reserve accounts), and an overall inspection of the exterior facilities. For owner-occupied loans (first time homebuyers and rehabilitations), the City contacts the property owners on an annual basis and requires them to certify continued owner-occupancy and provide proof of homeowner insurance coverage. Currently, the City monitors approximately 90 owner-occupied properties. In some instances, borrowers have received more than one loan from the City.

Affordable Housing In-Lieu and Spring Lake Off-Site Affordable Housing Fees

For Fiscal Year 2020, the City received in-lieu and off-site fee revenues in the amounts of \$1,024,909 and \$0, respectively. The City Council appropriated a combined \$1,400,000 from in-lieu and off-site funds for the Emergency Shelter Project during the fiscal year.

Conclusion

Staff recommends that the City Council receive and file the Fiscal Year 2020 report on the City's affordable housing loan portfolio and use of affordable housing in-lieu and Spring Lake Affordable Housing Off-Site funds.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director



Ken Hiatt
City Manager

Attachments:

1. Affordable Housing Loan Portfolio

CITY OF WOODLAND
2020 Housing Loan Portfolio
(1998 HOME FTHB Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Abele Street		HOME	39,259	23-May-02	30 yrs	3% simple	Deferred payment.
2	West Lincoln Avenue		HOME	38,305	2-Oct-01	30 yrs	3% simple	Deferred payment.
3	Princeton Place		HOME	40,000	23-Sep-01	30 yrs	3% simple	Deferred payment.
4	Thomas Street		HOME	39,000	28-Jan-02	30 yrs	3% simple	Deferred payment.
5	Van Buren Place		HOME	40,000	17-Jun-02	30 yrs	3% simple	Deferred payment.
6	Woodland Avenue		HOME	29,070	6-Feb-02	30 yrs	3% simple	Deferred payment.

TOTAL 225,634

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May City staff verifies payment of property taxes through the Yolo County Assessor's website.

CITY OF WOODLAND
2020 Housing Loan Portfolio
(CDBG Owner-Occupied Rehabilitations)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Betty Court (See Notes)		CDBG	35,000	15-Apr-98	See note	3% simple	Deferred payment.
2	North Cleveland Street		CDBG	29,300	22-Jan-08	30 yrs	3% simple	Deferred payment.
3	Coloma Way		CDBG	42,906	22-Jan-08	30 yrs	3% simple	Deferred payment.
4	Coral Drive		CDBG	47,380	2-Sep-09	30 yrs	3% simple	Deferred payment.
5	Fourth Street		CDBG	36,000	5-Sep-01	?	3% simple	?
6	Harvard Court		CDBG	10,750	18-Aug-10	15 yrs	3% simple	Deferred payment.
7	Inyo Place		CDBG	57,774	24-Feb-06	15 yrs	3% simple	Deferred payment.
8	Schuerle Street		CDBG	40,708	3-Aug-10	30 yrs	3% simple	Deferred payment.
9	Sixth Street		CDBG	72,549	23-Jan-09	30 yrs	3% simple	Deferred payment.

TOTAL 367,055

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. In May, City staff verifies payment of property taxes through the Yolo County Assessor's website.

Notes

Repayment of Betty Court loan deferred until sale or death, whichever occurs first.

CITY OF WOODLAND
2020 Housing Loan Portfolio
(Greenwood RDA Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Hecke Drive		RDA Tax Increment	38,320	9-May-03	45 years	None*	Deferred payment.
2	Hecke Drive		RDA Tax Increment	40,720	21-May-03	45 years	None*	Deferred payment.
3	Hecke Drive		RDA Tax Increment	53,920	9-Jun-03	45 years	None*	Deferred payment.
4	Hecke Drive		RDA Tax Increment	54,800	20-May-03	45 years	None*	Deferred payment.
5	Hershey Drive		RDA Tax Increment	40,720	25-Mar-03	45 years	None*	Deferred payment.
6	Hershey Drive		RDA Tax Increment	38,320	18-Apr-03	45 years	None*	Deferred payment.

TOTAL 266,800

*If during the 45-year term of the promissory note, the property is sold to a non-eligible household or maker then deferred contingent interest is paid. The deferred contingent interest is calculated at the lower of the highest rate then allowed by law or two percent (2%) over the prime interest rate announced by Wells Fargo Bank, N.A. (or any successor financial institution). After ten years of home ownership, the principal loan is reduced by ten percent (10%) and an additional ten percent for each subsequent five-year period of ownership. After 45 years of ownership, the principal and interest are forgiven. Loan amounts in table reflect principal reductions that have occurred to date.

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information. City staff verifies payment of property taxes in May through the Yolo County Tax Collector's website.

CITY OF WOODLAND
2019 Housing Loan Portfolio
(Inclusionary/Non-Inclusionary Units)

	Street Address/Borrower	APN	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	Boyle Place		BEGIN	30,000.00	160ct08	30 yrs	3% simple	Deferred payment.
2	Boyle Place		BMPP	29,543.00	160ct08	30 yrs	Recapture	Deferred payment.
3	Boyle Place		CalHome	35,000.00	29-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
4	Boyle Place		BMPP	62,543.00	29-Sep-08	30 yrs	Recapture	Deferred payment.
5	Boyle Place		HOME	75,000.00	29-Sep-08	30 yrs	3% simple	Deferred payment.
6	Boyle Place		BEGIN	30,000.00	29-Sep-08	30 yrs	3% simple	Deferred payment.
7	Boyle Place		CDBG	12,863.00	29-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
8	Briscoe Court		BMPP	118,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
9	California Street		HOME	9,000.00	4-Jun-13	30 yrs	3% simple	Deferred payment.
10	Campos Avenue		CalHome	35,000.00	16-Oct-08	30 yrs	SNA	Shared net appreciation, defer pay.
11	Campos Avenue		BMPP	37,171.00	16-Oct-08	30 yrs	Recapture	Deferred payment.
12	Campos Avenue		BEGIN	30,000.00	16-Oct-08	30 yrs	3% simple	Deferred payment.
13	Campos Avenue		HOME	45,000.00	16-Oct-08	30 yrs	3% simple	Deferred payment.
14	Campos Avenue		CalHome	35,000.00	10-Jun-08	30 yrs	SNA	Shared net appreciation, defer pay.
15	Campos Avenue		HOME	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
16	Campos Avenue		BEGIN	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
17	Campos Avenue		BMPP	40,171.00	10-Jun-08	30 yrs	Recapture	Deferred payment.
18	Campos Avenue		BMPP	128,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
19	Campos Avenue		CalHome	35,000.00	31-Jan-08	30 yrs	SNA	Shared net appreciation, defer pay.
20	Campos Avenue		BMPP	45,822.00	31-Jan-08	30 yrs	Recapture	Deferred payment.
21	Campos Avenue		CDBG	20,000.00	31-Jan-08	30 yrs	SNA	Shared net appreciation, defer pay.
22	Campos Avenue		BMPP	108,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
23	Campos Avenue		RDA TI	45,000.00	26-Oct-09	30 yrs	3% simple	Deferred payment.
24	Campos Avenue		BEGIN	30,000.00	26-Oct-09	30 yrs	3% simple	Deferred payment.
25	Carriage Drive		BEGIN	58,400.00	4-Nov-16	30 yrs	3% simple	Deferred payment.
26	Carriage Drive		HTF	4,600.00	4-Nov-16	30 yrs	3% simple	Deferred payment.
27	Harry Lorenzo Drive		BMPP	42,910.00	20-Apr-17	30 yrs	Recapture	Deferred payment.
28	Hawkins Court		BMPP	57,042.00	24-Sep-08	30 yrs	Recapture	Deferred payment.
29	Hawkins Court		HOME	70,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
30	Holland Way		CalHome	35,000.00	21-Nov-07	30 yrs	SNA	Shared net appreciation, defer pay.
31	Holland Way		BMPP	69,832.00	21-Nov-07	30 yrs	Recapture	Deferred payment.
32	Holland Way		CDBG	25,000.00	26-Nov-07	30 yrs	SNA	Shared net appreciation, defer pay.

CITY OF WOODLAND
2019 Housing Loan Portfolio
(Inclusionary/Non-Inclusionary Units)

33	Holland Way		BMPP	118,955.79	20-Mar-07	30 yrs	Recapture	Deferred payment.
34	Liberty Lane		BEGIN	30,000.00	30-Oct-06	30 yrs	3% simple	Deferred payment.
35	Liberty Lane		BMPP	109,536.00	10-Jul-06	30 yrs	Recapture	Deferred payment.
36	Liberty Lane		BEGIN	30,000.00	12-Jul-06	30 yrs	3% simple	Deferred payment.
37	Liberty Lane		BMPP	109,536.00	12-Jul-06	30 yrs	Recapture	Deferred payment.
38	Liberty Lane		BEGIN	30,000.00	7-Jul-06	30 yrs	3% simple	Deferred payment.
39	Liberty Lane		BMPP	103,036.00	7-Jul-06	30 yrs	Recapture	Deferred payment.
40	Liberty Lane		BEGIN	30,000.00	7-Nov-06	30 yrs	3% simple	Deferred payment.
41	Liberty Lane		BMPP	103,036.00	7-Nov-06	30 yrs	Recapture	Deferred payment.
42	Mack Way		CalHome	27,917.00	24-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
43	Mack Way		BMPP	25,543.00	24-Sep-08	30 yrs	Recapture	Deferred payment.
44	Mack Way		HOME	60,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
45	Mack Way		BEGIN	30,000.00	24-Sep-08	30 yrs	3% simple	Deferred payment.
46	Mack Way		BMPP	87,413.00	2-Jul-08	30 yrs	Recapture	Deferred payment.
47	Mack Way		CalHome	35,000.00	12-Aug-08	30 yrs	SNA	Shared net appreciation, defer pay.
48	Mack Way		HOME	55,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
49	Mack Way		BMPP	82,413.00	12-Aug-08	30 yrs	Recapture	Deferred payment.
50	Mack Way		BEGIN	30,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
51	Mack Way		CalHome	35,000.00	25-Nov-08	30 yrs	SNA	Shared net appreciation, defer pay.
52	Mack Way		HOME	54,625.00	25-Nov-08	30 yrs	3% simple	Deferred payment.
53	Mack Way		BEGIN	30,000.00	25-Nov-08	30 yrs	3% simple	Deferred payment.
54	Mack Way		BMPP	29,543.00	25-Nov-08	30 yrs	Recapture	Deferred payment.
55	Mack Way		HOME	15,000.00	5-Mar-09	30 yrs	3% simple	Deferred payment.
56	Mack Way		BEGIN	30,000.00	5-Mar-09	30 yrs	3% simple	Deferred payment.
57	Mack Way		BMPP	6,182.00	5-Mar-09	30 yrs	Recapture	Deferred payment.
58	Mezger Drive		HOME	63,000.00	13-Jun-13	30 yrs	3% simple	Deferred payment.
59	Mezger Drive		HOME	75,000.00	12-Jun-13	30 yrs	3% simple	Deferred payment.
60	Mezger Drive		HOME	15,000.00	10-Jul-13	30 yrs	3% simple	Deferred payment.
61	Miekle Avenue		HOME	70,000.00	13-Jun-07	30 yrs	3% simple	Deferred payment.
62	Miekle Avenue		BMPP	89,508.00	13-Jun-07	30 yrs	Recapture	Deferred payment.
63	Miekle Avenue		HOME	50,000.00	7-Aug-07	30 yrs	3% simple	Deferred payment.
64	Miekle Avenue		BMPP	74,518.00	7-Aug-07	30 yrs	Recapture	Deferred payment.
65	Miekle Avenue		CalHome	35,000.00	28-Oct-08	30 yrs	SNA	Shared net appreciation, defer pay.
66	Miekle Avenue		BMPP	9,171.00	28-Oct-08	30 yrs	Recapture	Deferred payment.

CITY OF WOODLAND
2019 Housing Loan Portfolio
(Inclusionary/Non-Inclusionary Units)

67	Miekle Avenue		HOME	25,000.00	28-Oct-08	30 yrs	3% simple	Deferred payment.
68	Miekle Avenue		SL Off-Site Fund	75,000.00	8-Dec-15	30 yrs	3% simple	Deferred payment.
69	Miller Court		BMPP	86,196.00	23-Aug-07	30 yrs	Recapture	Deferred payment.
70	Miller Court		HOME	50,000.00	23-Aug-07	30 yrs	3% simple	Deferred payment.
72	Molly Avenue		HOME	69,760.82	29-Jul-13	30 yrs	3% simple	Deferred payment.
73	Neal Way		CalHome	35,000.00	17-Sep-08	30 yrs	SNA	Shared net appreciation, defer pay.
74	Neal Way		HOME	27,000.00	17-Sep-08	30 yrs	3% simple	Deferred payment.
75	Neal Way		BEGIN	30,000.00	17-Sep-08	30 yrs	3% simple	Deferred payment.
76	Neal Way		BMPP	29,543.00	17-Sep-08	30 yrs	Recapture	Deferred payment.
77	Neal Way		BEGIN	30,000.00	15-Sep-08	30 yrs	3% simple	Deferred payment.
78	Neal Way		BMPP	62,413.00	15-Sep-08	30 yrs	Recapture	Deferred payment.
79	Neal Way		HOME	40,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
80	Neal Way		BMPP	77,413.00	12-Aug-08	30 yrs	Recapture	Deferred payment.
81	Neal Way		BEGIN	30,000.00	12-Aug-08	30 yrs	3% simple	Deferred payment.
82	Nicolson Circle		BEGIN	30,000.00	21-Oct-08	30 yrs	3% simple	Deferred payment.
83	Nicolson Circle		BMPP	33,171.00	21-Oct-08	30 yrs	Recapture	Deferred payment.
84	Nicolson Circle		HOME	20,000.00	21-Oct-08	30 yrs	3% simple	Deferred payment.
85	Ochoa Court		BMPP	96,196.00	23-Aug-07	30 yrs	Recapture	Deferred payment.
86	Ochoa Court		HOME	50,000.00	23-Aug-07	30 yrs	3% simple	Deferred payment.
87	Ortiz Avenue		HOME	70,000.00	7-Aug-07	30 yrs	3% simple	Deferred payment.
88	Ortiz Avenue		BMPP	63,909.00	7-Aug-07	30 yrs	Recapture	Deferred payment.
89	Ortiz Avenue		BEGIN	30,000.00	10-Jun-08	30 yrs	3% simple	Deferred payment.
90	Ortiz Avenue		BMPP	46,645.00	10-Jun-08	30 yrs	Recapture	Deferred payment.
91	Ragen Street		CalHome	25,000.00	6-Jul-09	30 yrs	SNA	Shared net appreciation, defer pay.
92	Ragen Street		HOME	15,000.00	6-Jul-09	30 yrs	3% simple	Shared net appreciation, defer pay.
93	Rico Court		HOME	70,000.00	5-Dec-08	30 yrs	3% simple	Deferred payment.
94	Rico Court		BMPP	52,042.00	5-Dec-08	30 yrs	Recapture	Deferred payment.
95	Rominger Street		HOME	74,741.00	29-Nov-12	30 yrs	3% simple	Deferred payment.
96	Rominger Street		HOME	71,500.00	12-Dec-11	30 yrs	3% simple	Deferred payment.
97	Savala Court		BMPP	46,042.00	11-Mar-09	30 yrs	Recapture	Deferred payment.
98	Simpson Street		RDA TI	47,030.00	4-Jan-10	30 yrs	3% simple	Deferred payment.
99	Simpson Street		BMPP	12,010.00	4-Jan-10	30 yrs	Recapture	Deferred payment.
100	Simpson Street		HOME	40,000.00	15-Jun-09	30 yrs	3% simple	Deferred payment.
101	Stonehaven Loop		BMPP	112,042.00	12-Feb-08	30 yrs	Recapture	Shared net appreciation, defer pay.

CITY OF WOODLAND
2019 Housing Loan Portfolio
(Inclusionary/Non-Inclusionary Units)

102	Strong Drive		BMPP	43,029.00	23-Mar-17	30 yrs	Recapture	Deferred payment.
103	Vaca Court		BMPP	142,042.00	21-Dec-07	30 yrs	Recapture	Shared net appreciation, defer pay.
104	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
105	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
106	Village Lane		BEGIN	30,000.00	21-May-07	30 yrs	3% simple	Deferred payment.
107	Village Lane		BMPP	108,335.00	21-May-07	30 yrs	Recapture	Deferred payment.
108	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
109	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
110	Village Lane		HOME	60,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
111	Village Lane		BEGIN	30,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
112	Village Lane		BMPP	108,335.00	15-May-07	30 yrs	Recapture	Deferred payment.
113	Village Lane		BEGIN	30,000.00	9-May-07	30 yrs	3% simple	Deferred payment.
114	Village Lane		BMPP	118,135.00	9-May-07	30 yrs	Recapture	Deferred payment.
115	Village Lane		BEGIN	30,000.00	30-May-07	30 yrs	3% simple	Deferred payment.
116	Village Lane		BMPP	108,335.00	30-May-07	30 yrs	Recapture	Deferred payment.
117	Village Lane		BEGIN	30,000.00	15-May-07	30 yrs	3% simple	Deferred payment.
118	Village Lane		BMPP	118,135.00	15-May-07	30 yrs	Recapture	Deferred payment.

TOTAL 6,165,966.98

Source of Funds Legend

BEGIN = Building Equity and Growth in Neighborhoods

BMPP = Below Market Purchase Price (City and property owner share in portion of sale proceeds that exceeds initial market price - recapture provision.)

CDBG = Community Development Block Grant

HTF = Housing Trust Fund

RDA TI = Redevelopment Agency Tax Increment

SL Off-Site Fund = Spring Lake Off-Site Affordable Housing Fund

Ongoing City Responsibilities

Annual request for certification of owner-occupancy sent in April/May. Property owner returns signed certification and copy of homeowner insurance information.

In May City staff verifies payment of property taxes through the Yolo County Tax Collector's website.

CITY OF WOODLAND
2020 Housing Loan Portfolio, Multi-Family Projects

	Street Address	APN	Project Name	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	709 East St	066-092-069	Casa del Sol	RDA Tax Increment	150,000.00	27-Dec-00	20 yrs	5% simple	In repayment, balance approximately \$32,000.
2	709 East St	066-092-069	Casa del Sol	CDBG Section 108	1,000,000.00	10-Nov-06	55 yrs	1.25% simple	Deferred payment, residual cash flow provision.
3	436 Main St	See below	Hotel Woodland	RDA Tax Increment	245,076.93	10-Jan-94	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
4	436 Main St	See below	Hotel Woodland	CDBG	400,000.00	11-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
5	436 Main St	See below	Hotel Woodland	CDBG	74,342.00	16-Sep-96	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
6	436 Main St	See below	Hotel Woodland	CDBG	50,000.00	18-Oct-95	30 yrs	4.44% simple	Deferred payment, residual cash flow provision.
7	436 Main St	See below	Hotel Woodland	CDBG	89,422.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
8	436 Main St	See below	Hotel Woodland	CDBG	42,000.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
9	436 Main St	See below	Hotel Woodland	CDBG	800,000.00	3-Aug-95	30 yrs	4% simple	Deferred payment, residual cash flow provision.
10	1313 E Gibson Rd	066-200-052	Leisureville	HOME & CDBG	1,227,381.00	7-Apr-95	30 yrs	3% simple	Deferred payment, residual receipts provision.
11	2170 Farmers Central Rd	042-010-062	Mutual Housing 1	Spring Lake Off-Site Affordable Hsng Fund	910,000.00	20-Dec-13	57 yrs	3% simple	Deferred payment, residual receipts provision, and maturity date December 23, 2070.
12	2170 Farmers Central Rd	042-010-062	Mutual Housing 2	Spring Lake Off-Site & Affdble Hsng In-Lieu	1,500,000.00	12-Mar-18	55 yrs	3% simple	Deferred payment, residual receipts provisions, and maturity date May 1, 2074.
13	2090 Heritage Parkway	042-580-009	Rochdale Grange	HOME	4,000,000.00	25-Feb-10	55 yrs	3% simple	Deferred payment, residual receipts provision.
14	521 Pioneer Ave	027-860-027	Sycamore Pointe	HOME	885,000.00	1-May-99	32 yrs	3% simple	Deferred payment, maturity date 31Dec31.
15	1620 Miekle Ave	042-580-018	Terracina	HOME	4,189,000.00	12-Sep-06	55 yrs	3% simple	Deferred payment, residual receipts provision.
16	1620 Miekle Ave	042-580-018	Terracina	Land & cash from mkt rate developer.	1,732,000.00	20-Dec-07	55 yrs	None	No repayment and interest accrual as long as units affordable and other obligations meet.
17	1620 Miekle Ave	042-580-018	Terracina	Cash from mkt rate developer	722,122.00	20-Dec-07	35 yrs	3.4% simple	Deferred payment.

Notes

TOTAL 17,898,343.93

1. Hotel Woodland (436 Main St) APNs are 006-620-009, 010, 011, 012, 013, 014, 015, 016, and 017.
2. Loans for Items 6-8 are covered under one promissory note.
3. To date, \$1,200,000 has been disbursed for the Mutual Housing 2 loan. The remaining \$300,000 will be disbursed no later than the project's conversion of the construction loan to permanent financing.

Ongoing City Responsibilities

1. Casa del Sol (709 East St) - Loan assisted borrower with demolition of Dana Motel site. Ongoing City responsibilities limited to servicing loan.
2. Casa del Sol (709 East St) - Review of annual audit for residual cash flow calculation. Loan becomes fully amortized between years 40 and 55.
- 3 through 9. Hotel Woodland (436 Main St) - Review of annual audit for project and residual cash flow calculation and review of annual tax credit project status report.
10. Leisureville (1313 E. Gibson Rd) - Review of annual audit, residual receipts calculation, proposed annual budget, and semi-annual reports. Also, income verify new residents applying for CDBG-funded low-income loan share program.

CITY OF WOODLAND

2020 Housing Loan Portfolio, Multi-Family Projects

- 11.** Mutual Housing 1- Affordable housing monitoring addressed by covenants recorded by senior lenders (State of California and USDA) and California Tax Credit Allocation Committee. Staff reviews annual audit for residual cash flow calculation.
- 12.** Review of proposed annual budget, annual audit, annual residual receipts calculation, and annual tax credit project status report.
- 13 - 17.** Affordable housing monitoring conducted on annual basis through unit inspections and unit file reviews. The results of the monitoring reported to California Department of Housing and Community Development (HOME program).

WOODLAND HOUSING SUCCESSOR AGENCY
2020 Housing Loan Portfolio

	Street Address/Borrower	APN	Project Name	Source of Funds	Loan Amount	Loan Date	Loan Term	Interest Rate	Notes
1	709 East St/Community Housing Opportunities Corporation	066-092-069	Casa del Sol	HELP (CalHFA)	1,000,000	18-Dec-01	8 yrs	3% simple	Deferred payment, due 17-Dec-09.
2	186 Muir St/Heritage Oaks, L.P.	064-271-011	Heritage Oaks	HELP (CalHFA)	N/A	N/A	N/A	N/A	See Note
3	35 West Clover St/Fair Plaza Senior Apartments, L.P.	064-242-006	Fair Plaza East	HELP (CalHFA), Redevelopment Tax increment	1,317,000	3-Apr-08	32 yrs	3.5% simple	Deferred payment, due 1-Apr-40.

TOTAL 2,317,000

Note

Heritage Oaks loan was paid off in 2019 and affordability covenant remains in effect through at least February 1, 2060.

Ongoing Successor Agency Responsibilities

Borrowers for Heritage Oaks and Fair Plaza East required to submit annual report to the Housing Successor Agency in order for staff to verify compliance with affordability covenants. Staff reviews annual audits of Casa del Sol and Fair Plaza to determine whether residual receipts payments to the City are triggered.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.24
SUBJECT: Landscape Maintenance Contract Amendments with Dominguez
Landscape Services, Inc. and Figueroa Landscape Company

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____ and Resolution No. ____, to ratify the second amendments to two City Landscape Maintenance contracts. The second amendment to the contract with Dominguez Landscape Services, Inc. is for the amount of \$670,968.88 per year, through June 30, 2022, for services in Zones 1 & 2. The second amendment to the contract with Figueroa Landscape Company is for the amount of \$294,168.16 per year, through June 30, 2022, for services in Zone 3.

Staff Contact

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

Fiscal Impact

The total cost of the landscape maintenance contract amendment with Dominguez Landscape Services is \$670,968.88 per year. This amount includes the cost of the landscape maintenance (\$660,968.88) as well as an additional contingency for up to \$10,000 per year. The contingency funding will be available for unanticipated landscape and maintenance services. Approximately 67% of the cost of landscape maintenance (\$450,014.52) is funded by the General Fund for landscaping and parks maintenance. The remaining cost (\$210,954.36) is funded out of lighting and landscape districts (L&L) and enterprise funds.

The total cost for the landscape maintenance contract with Figueroa Landscape Company is \$294,168.16. This amount includes the cost of the landscape maintenance (\$284,168.16) as well as an additional contingency for up to \$10,000 per year. The contingency funding will be available for unanticipated landscape and maintenance services. Funding for the entirety of this contract will be from the Spring Lake L&L.

The cost to implement the contracts is included in the approved FY20/21 budget.

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.

Also on May 21, 2019, through Resolution No. 7279, the City Council authorized a contract with Figueroa Landscape Company for landscape maintenance services in City maintenance “Zone 3”, better known as Spring Lake. 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 \$225,003.16. 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.

Both actions taken by Council on May 21, 2019 included language in the approved contract for the term of the agreement to be for one year (through June 30, 2020), with an option to extend the term of the agreements for an additional two, two year terms. The contract amendments presented here are for the first two-year extension, through June 20, 2022.

On December 17, 2019, through Resolution No.7386, the City Council authorized a contract amendment to the Landscape Maintenance contract with Figueroa Landscape Company (Amendment 1). The contract amendment added several new landscape areas, totaling 11.55 acres, in the Spring Lake L&L to be maintained by Figueroa Landscape Company. This increased the contract amount to \$670,968.88.

On June 2, 2020, through Resolution No. 7473, the City Council authorized a contract amendment to the Landscape Maintenance contract with Dominguez Landscape Services, Inc. (Amendment 1). The contract amendment added one new landscape area to be maintained. Additionally, the level of service of the landscapes surrounding the Woodland Public Library was increased. This increased the contract amount to \$294,168.16.

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

Discussion

On June 25, 2020, Staff executed the Second Amendments to the Landscape Maintenance Agreements with Dominguez Landscape Services, Inc. and with Figueroa Landscape Company to extend the contract with each company for an additional two years. The original agreement allowed for the option of two, two-year extensions. However, it was later determined that the City Council would need to approve the amendments in order to approve the funding necessary, which was not initially appropriated when the City Council approved the original agreements. Therefore, the City Council is being asked to ratify the executed contracts that extend the terms of the agreements, through June 30, 2022, and authorize the contract limits in the amounts of \$670,968.88 per year for Dominguez Landscape Services, Inc. and \$294,168.16 per year for Figueroa Landscape Company.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ and Resolution No. _____, to ratify the second amendments to the City's Landscape Maintenance contracts. The second amendment to the contract with Dominguez Landscape Services, Inc. is for the amount of \$670,968.88 per year, through June 30, 2022, for services in Zones 1 & 2. The second amendment to the contract with Figueroa Landscape Company is for the amount of \$294,168.16 per year, through June 30, 2022, for services in Zone 3.

Prepared by: Jenna Moncrief, Management Analyst

Reviewed by: Christine Engel, Community Services Director



Ken Hiatt
City Manager

Attachments:

1. Dominguez 2nd AMENDMENT Reso

2. Dominguez Zone 1 and 2 Second Amendment
3. Figueroa 2nd AMENDMENT Reso
4. Second Amendment - Figueroa Zone 3

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
RATIFYING A SECOND 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 and Dominguez amended the original agreement to add additional landscaping and increase the mode of service to an existing landscape area (Amendment 1); and

WHEREAS, the City and Dominguez desire to amend the Agreement to extend the terms of the agreement for two additional years, through June 30, 2022 (Amendment 2); and

WHEREAS, funding in support of this Amendment 2 is appropriated in the annual budget previously approved by Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby ratifies the Second Amendment to the Agreement with Dominguez for Zones 1 & 2 in the amount of SIX HUNDRED SIXTY THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$660,968.88) per year, with a not-to-exceed contract amount of SIX HUNDRED AND SEVENTY THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$670,968.88) per year. The City Attorney is hereby authorized to make clarifying and confirming changes to the Second Amendment provided that the total amount of the Second Amendment does not change.

PASSED AND ADOPTED by the City Council this 18th day of August, 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

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

THIS SECOND AMENDMENT TO THE LANDSCAPE AND MAINTENANCE SERVICE AGREEMENT FOR ZONES 1 & 2 (“Second Amendment”) is entered into this 25th 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, CITY and DOMINGUEZ executed a First Amendment to the Agreement on June 2, 2020 to revise the scope of service and provide additional compensation; and

WHEREAS, CITY and DOMINGUEZ, pursuant to the original agreement and council authorization, now desire to extend the terms of the agreement for two years, through June 30, 2022; and

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 Second Amendment as if set forth in full.

Section 2. Continuing Effect of Agreement. Except as amended by this Second 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 the First Amendment, and this Second Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Second 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

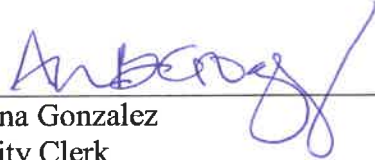
By: 

President

Date Signed: 6.25.20

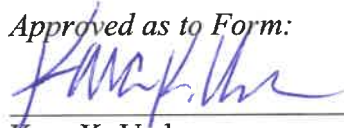
Date Signed: 6.30.20

Attest:



Ana Gonzalez
City Clerk

Approved as to Form:



Kara K. Ueda
Best Best & Krieger LLP
City Attorney

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
RATIFYING A SECOND AMENDMENT TO THE LANDSCAPE MAINTENANCE
SERVICES AGREEMENT WITH FIGUEROA LANDSCAPE COMPANY FOR ZONES 3**

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 Figueroa Landscape Company. (“Figueroa”) on July 1, 2019 for maintenance of City-owned landscapes in maintenance “Zone 3”; and

WHEREAS, the City and Figueroa amended the original agreement to add additional landscape areas (Amendment 1); and

WHEREAS, the City and Figueroa desire to amend the Agreement to extend the terms of the agreement for two additional years, through June 30, 2022 (Amendment 2); and

WHEREAS, funding in support of this Agreement is appropriated in the annual budget previously approve by Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Woodland hereby ratifies the Second Amendment to the Agreement with Figueroa for Zones 3 in the amount of, TWO HUNDRED EIGHTY FOUR THOUSAND ONE HUNDRED AND SIXTY EIGHT DOLLARS AND SIXTEEN CENTS (\$284,168.16) per year, with a not-to-exceed contract amount of TWO HUNDRED NINETY FOUR THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS AND SIXTEEN CENTS (\$294,168.16) per year. The City Attorney is hereby authorized to make clarifying and confirming changes to the Second Amendment provided that the total amount of the Second Amendment does not change.

PASSED AND ADOPTED by the City Council this 18th day of August, 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

SECOND AMENDMENT TO
LANDSCAPE AND MAINTENANCE
SERVICE AGREEMENT – ZONE 3

THIS SECOND AMENDMENT TO THE LANDSCAPE AND MAINTENANCE SERVICE AGREEMENT FOR ZONE 3 (“Second Amendment”) is entered into this 25th day of June, 2020, by and between the CITY OF WOODLAND, a California municipal corporation (“City”), and FIGUEROA LANDSCAPE COMPANY, a California corporation (“FIGUEROA”), on the terms and conditions set forth below.

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

WHEREAS, CITY and FIGUEROA executed a First Amendment to the Agreement on December 17, 2019 to revise the scope of service, schedule of service and provide additional compensation; and

WHEREAS, CITY and FIGUEROA pursuant to the original agreement and council authorization, now desire to extend the terms of the agreement for two years, through June 30, 2022; and

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, FIGUEROA 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 Second Amendment as if set forth in full.

Section 2. Continuing Effect of Agreement. Except as amended by this Second 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 the First Amendment, and this Second 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

FIGUEROA LANDSCAPE COMPANY

By:


Ken Hiatt
Interim City Manager

By:


President

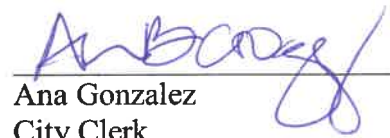
Date Signed:

6.25.20

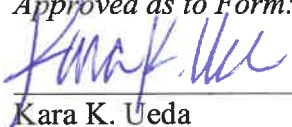
Date Signed:

6/29/2020

Attest:


Ana Gonzalez
City Clerk

Approved as to Form:


Kara K. Ueda
Best Best & Krieger LLP
City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: G.25
SUBJECT: Contract Amendment with Laugenour & Meikle for the Emergency Shelter Project, CIP #20-12

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. _____ authorizing the City Manager to execute a contract amendment in the amount of \$10,000 with Laugenour and Meikle, Civil Engineers for Construction Administration services for the Emergency Shelter Project (CIP 20-12).

Staff Contact:

Steve Coyle, Deputy Community Development Director – 530-661-5910,
stephen.coyle@cityofwoodland.org

Fiscal Impact:

Emergency Action: No fiscal impact.

The \$2,437,795 funding for the Shelter construction (CIP 20-12) includes a 12/17/19 Council \$50,000 appropriation in Housing Assistance (Fund 326) for pre-development costs, a 5/119/20 Council \$62,735 in Housing Assistance (Fund 326) for pre-development costs, a 6/16/20 Council appropriation of \$1,251,000 from Affordable Housing In-Lieu Fees (Fund 327), \$149,000 from Spring Lake Off Site Affordable Housing (Fund 321), \$500,000 from Homeless Housing (Fund 331) based on funds from Yolo County, and \$400,000 from Homeless Housing (Fund 331) based on funds from Friends of the Mission, and a 12/19 \$154,000 initial disbursement appropriated from the Partnership HealthPlan grant. A portion of the disbursement, \$25,060, was moved into Fund 331. The estimated project costs of \$2,400,000 which include Broward Builders, the food, bathroom and laundry trailers and consultant assistance including construction administration, will be updated in September following receipt of Broward's second payment requisition and consultant invoices.

Background:

Emergency Action: On April 21, 2020, the City Council declared conditions of emergency and authorized the performance of the Emergency Shelter Project without public bidding and determined that the Emergency Shelter Project is exempt from the requirements of the California Environmental Quality Act as a project undertaken to prevent or mitigate an emergency. The City Council subsequently continued its emergency action at its May 5, 2020, May 19, 2020, June 2, 2020, and June 16, 2020, July 7, 2020 and July 21, 2020 meetings by unanimous votes of 5-0. Staff bid out construction of the Emergency Shelter Project on May 5, 2020 to four general contractors. Staff advertised for the purchase of the commercial modular trailer on May 15, 2020, and the City Council awarded a construction contract to Broward Builders, Inc. on June 16, 2020. Construction began on June 22, 2020 and will be completed on or about November 14, 2020. On July 7, 2020, Council awarded a vendor contract to AMS Global, Inc. for the purchase of three commercial modular trailers (restrooms, showers, and laundry) and to U.S. Mobile Kitchens for the purchase of one commercial modular trailer (mobile kitchen) for the Emergency Shelter Project.

Because of the growing need for a homeless shelter and services, combined with the health risks associated with the current COVID-19 pandemic, the City is constructing a 6,500 square foot, single story homeless shelter on an expedited, emergency basis with associated improvements on City property located at 1901 East Beamer Street (Yolo County APN 027-360-010) at County Road 102, to house up to 100 homeless individuals.

Contract Amendment: The City entered into an Agreement on January 8, 2020 with Laugenour and Meikle, to provide Civil Engineering Contract Documents for the East Beamer Way Phase 1 Emergency Shelter project for \$48,640. The total contract amount with the amendment will now be \$58,640.

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, there is a need to continue the City Council's emergency action.

The construction of the Project requires consultant assistance during the shelter and earthwork construction to monitor the grading, underground utilities, make minor changes and ensure consistency with the construction documents provided by Laugenour and Meikle.

Conclusion:

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. _____ authorizing the City Manager to execute a contract amendment in the amount of \$10,000 with Laugenour and Meikle, Civil Engineers, for Construction Administration services for the Emergency Shelter Project (CIP 20-12)

Prepared By: Steve Coyle, Deputy Community Development Director

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

A handwritten signature in black ink, appearing to read 'Ken Hiatt', with a stylized flourish at the end.

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Proposal

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING AN AMENDMENT WITH LAUGENOUR &
MEIKLE FOR ENGINEERING SERVICES FOR THE EMERGENCY
SHELTER PROJECT, CIP #20-12**

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

WHEREAS, the City Council subsequently continued its emergency action at its May 5, 2020, May 19, 2020, June 2, 2020, and June 16, 2020, July 7, 2020 and July 21, 2020 meetings.

WHEREAS, the City Council wishes to approve the amendment with Laugenour & Meikle for \$10,000 for a total contract amount of \$58,640 and authorize its 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 consultant services amendment and authorizes and directs the City Manager to execute the amendment in the amount of \$10,000 for a total contract amount of \$58,640.

Section 2. A copy of the Agreement is available and on file in the City Clerk's office, and is incorporated herein by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council this 18th day of August, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

July 30, 2020

Mr. Stephen Coyle
City of Woodland
Community Development Department
300 First Street
Woodland, California 95695
E-mail: Stephen.Coyle@cityofwoodland.org

Re: **Civil Engineering Construction Administration Proposal for E. Beamer Phase 1 Shelter Project, Woodland, California**

Dear Mr. Coyle:

Laugenour and Meikle is pleased to present this proposal for civil engineering construction administration services for the above referenced project. A detailed description of the services to be provided is included in the attached Exhibit "A", Scope of Services & Compensation, which reflects the standard items of work required for this type of project.

If you have any questions or comments, please call.

Sincerely,

LAUGENOUR AND MEIKLE



Bryan P. Bonino, Principal, P.E., L.S.
Enclosure

**AUTHORIZATION TO BEGIN WORK PRIOR TO
CONTRACT PREPARATION:**



CLIENT SIGNATURE

1-7-2020
7-30-20

DATE

EXHIBIT “A”

SCOPE OF SERVICES & COMPENSATION

I. SCOPE OF SERVICES:

A. PROJECT MANAGEMENT & MEETINGS:

- Manage the contract scope, schedule and budget for all project activities.
- Coordination calls with Client.
- Project meetings/coordination with Agencies associated with project.
- Periodic project reviews with Client.
- Provide monthly invoices to Client.
- Support costs are based on a time and materials estimate per work item requested.
- Scope of work does not include Laugenour and Meikle coordinating submittals with the various authorities having jurisdiction.

B. SUPPLEMENTAL TOPOGRAPHIC SURVEY & BASE MAPPING:

- Supplemental topographic survey of the project area for civil design, including setting project control and benchmarks to supplement previously completed work.
- Determine utility inverts for design (based on being able to physically determine inverts and does not include potholing).
- Create a topographic base map showing property lines and easements created from the Preliminary Title Report (to be provided by Client), record data, and the topographic survey. This base map will be used in our analysis and design.
- Supply Client with electronic file (AutoCAD).

C. PRELIMINARY GRADING & UTILITY PLAN FOR SHELTER & WALTER’S HOUSE:

- Review “initial” site plan of Phase 1 Shelter provided by Client.
- Develop preliminary grading and drainage scheme for “initial” Client’s plan.
- Determine site constraints for grading, storm water quality compliance, and ADA accessibility for site topography and Agency standards.
- Make site plan recommendations based on design constraints.
- Make site plan recommendations based on earthwork volume calculations.

- Conference call with Client on options to adjust site plan due to grading constraints.
- Review “revised initial” Client’s site plan.
- Develop Preliminary grading and drainage scheme for “revised initial” Client’s plan for Agency Submittal.
- Outline grading and drainage constraints for “revised initial” Client’s plan.
- Develop options for site design, source control and treatment control options for storm water quality per Agency requirements.
- Preliminary onsite utility layout for water, sewer, storm drain and fire main for Agency Submittal.
- Verify revised earthwork volume calculations for site balance, if possible.

D. 60% CIVIL ONSITE IMPROVEMENT PLANS:

- Review project conditions of approval and Client design requirements for Phase 1 Shelter.
- Grading and drainage plan and hydraulic calculations for pipe sizing.
- Design site grading for project site and prepare a Grading Plan showing all surface drainage, curb and asphalt elevations and finish floor elevations of all buildings in conformance to the Site Plan provided.
- Design underground utilities to service all buildings within the project with domestic water, fire protection, and sanitary sewer. Prepare a Utility Plan showing all utilities incorporated within said design together with all elevations necessary for the implementation of the design.
- Fire pump system, if required, is not part of this scope of services.
- Assist the Client in coordination of design services such as geotechnical engineer, traffic engineer, structural engineer, public utility (gas, electric, telephone, cable television, etc.) representative and consultants, environmental consultants, and landscape architect.

E. DRAINAGE & STORM WATER QUALITY REPORT FOR CITY:

- Review project and proposed drainage design criteria and conceptual drainage plan concepts with City staff.
- Prepare a drainage/stormwater quality report for review by the City.

F. 100% CIVIL ONSITE IMPROVEMENT PLANS:

- Provide details within said civil plans to identify the construction requirements of appurtenances to be constructed within the project.
- Includes revisions for one (1) round of Agency comments for onsite improvements, any additional revisions will be charged on a time and materials basis.

- This scope does not include work associated with developing separate Grading Permit Plans. If separate Grading Permit Plans are required, a separate proposal will be prepared for Client's consideration.
- Assumes no offsite work. If offsite work is required, Laugenour and Meikle will provide a separate proposal to the Client.

G. STORM WATER POLLUTION PREVENTION PLAN (SWPPP):

- Prepare Storm Water Pollution Prevention Plan (SWPPP) for Construction Activities.
- Prepare erosion and sedimentation control plan.
- Complete Notice of Intent (NOI) for filing by Owner.
- A single SWPPP to be developed for onsite improvements.
- Excludes Qualified SWPPP Practitioner (QSP) services which are required for implementation and monitoring of SWPPP.

H. CONSTRUCTION ADMINISTRATION:

- Attend meeting (progress and coordination meeting at owner's request).
- Site visit during construction (per Owner's request).
- Review and comment on project submittals related to civil design items.
- Conduct final project review of site improvements and assist in preparation of punch list.
- Costs are based on a time and materials estimate per work item requested.

I. REIMBURSABLES:

- Reimbursement for printing.

II. COMPENSATION:

Consultant shall be compensated on a “Time & Materials” basis at hourly rates total shown below. New tasks not associated with the above Scope of Services will be negotiated prior to starting any work on any additional new task:

A.	Project Management & Meetings	\$
B.	Supplemental Topographic Survey & Base Mapping	\$
C.	Preliminary Grading & Utility Services for Shelter & Walter’s House	\$
D.	60% Civil Improvement Plans	\$
E.	Drainage & Storm Water Quality Report for City	\$
F.	100% Civil Onsite Improvement Plans	\$
G.	Storm Water Pollution Prevention Plan (SWPPP)	\$
H.	Construction Administration	\$ 10,000.00
I.	Reimbursables	\$

PROJECT TOTAL.....\$10,000.00

These costs are based on the following Laugenour and Meikle Prevailing Wage Rate Schedule (Exhibit “B”). Government agency fees are not included in this cost proposal.

III. EXCLUSIONS AND/OR RESPONSIBILITIES OF CLIENT OR OTHERS:

1. Client agrees consultant will not perform on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project unless specifically provided for in another Agreement.
2. All work pertaining to environmental impact report mitigation monitoring, if required.
3. Client agrees to assume complete responsibility and liability for changes in design, construction quantities, project cost, etc., whenever Client uses unsigned or unapproved survey maps or construction drawings for bidding or construction purposes.
4. All submittals of plans/reports for Agency approval are the responsibility of the Client.
5. Any regulatory agency related fees for submitting, checking, filing, inspection, performance of services, etc. are the responsibility of the Client.

EXHIBIT “B”

RATE SCHEDULE

<u>PERSONNEL CLASSIFICATION</u>	<u>RATE PER HOUR</u>
Principal Engineer	\$210.00
Principal Surveyor	\$210.00
Senior Engineer/Project Manager	\$195.00
Senior Engineer	\$185.00
Senior Surveyor	\$185.00
Associate Engineer	\$180.00
Surveyor	\$165.00
Assistant Surveyor	\$150.00
Assistant Engineer	\$150.00
Assistant Project Manager	\$150.00
Junior Engineer	\$140.00
Technician III	\$140.00
Technician II	\$125.00
Technician I	\$ 90.00
Clerical	\$ 65.00
Accounting	\$100.00
Survey Party, 1-Man*	\$185.00
Survey Party, 1-Man Travel*	\$170.00
Survey Party, 2-Man*	\$285.00
Survey Party, 2-Man Travel*	\$240.00

REIMBURSABLES:

Aerial Drone	—	\$500.00 per Aerial Model
Field Materials	—	Charged at cost plus 10%
Reproduction Items	—	Charged at cost plus 10%
Subconsultants	—	Charged at cost plus 10%
Fees	—	Charged at cost plus 10%

* Public Works Prevailing Wage Rate



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: August 18, 2020
ITEM #: H.26
SUBJECT: Modification of Suspension of Transient Occupancy Tax Payments

Recommendation for Action: Staff recommends the City Council waive first reading and read by title only an ordinance Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.

Staff Contact

Ken Hiatt, City Manager (530) 661-5802, ken.hiatt@cityofwoodland.org

Fiscal Impact

The City receives between \$450,000 and \$580,000 per quarter in Transient Occupancy Tax (TOT). With lower occupancy rates experienced over the first (6) months of the year (January 2020-June 2020), the hoteliers collected approximately \$540,322, or roughly 52% amount of the previously anticipated amount of TOT. It is projected that through September 30th, the third reporting quarter for TOT, that the additional amount of occupancy tax to be collected to be roughly \$178,000. In total, it is estimated that roughly \$75,000 of the TOT collected will have been deferred by hoteliers through the end of the proposed deferral period.

Adoption of the proposed ordinance will have a short term fiscal impact on revenue to the general fund as deferred payments will be repaid over nine (9) months. However, the full amount of deferrals will be reimbursed by June 30, 2021 and therefore fully accounted for within the current Fiscal Year.

Background

On March 17, the City of Woodland passed a Resolution declaring a Local State of Emergency. This action allows the City to access Federal and State resources and be more responsive in our decision making process to respond to the rapidly evolving events.

The City took several actions to assist businesses impacted by the pandemic including the adoption of an urgency ordinance on March 24, 2020 suspending two provisions of the Municipal Code allowing hotel operators in Woodland to defer making transient occupancy payments to the City until after the termination of the local emergency caused by COVID-19 but requiring that such taxes continue to be collected.

Discussion

Since the state of emergency was declared March, local hotels have seen declines of 60-70% in business and have struggled to generate enough business to avoid laying off employees and keep hotels open. In order to assist hotels through this time, the City approved Urgency Ordinance No. 1659 suspending two provisions of the Municipal Code concerning the imposition of fines and penalties for delinquent TOT payments to the City and the related enforcement mechanisms when hotel operators are delinquent in making payments to the City. The urgency ordinance allowed for such deferral through the end of the quarter following termination of the local emergency.

To date, hoteliers have collected and deferred payment to the City approximately \$50,000 in TOT payments. This action has successfully supported the hoteliers' ability to remain operational, providing much needed local employment as well as accommodations for business and first responders during this challenging time. While hotel occupancy levels have improved, they remain substantially below normal levels (40-50% of average

occupancy levels).

As the lifting of the local and statewide emergency declarations is very uncertain at this time, and the deferral has helped to stabilize the hotels in Woodland, staff solicited feedback from the hoteliers as to whether they would support terminating the fee deferral effective September 30, 2020. The hoteliers expressed appreciation for the City's proactive support demonstrated through the deferral and felt comfortable with "sun-setting" it as proposed. They did request consideration to allow the deferred TOT to be repaid over time to avoid a large lump sum to be due in October. Given the protracted economic recovery, staff is recommending the deferred TOT be allowed to be paid back over nine months, with the full amount to be paid back by June 30, 2021 to coincide with the end of the current fiscal year.

The proposed ordinance would replace and modify the urgency ordinance adopted on March 24 , 2020 (Ordinance No.1659) and would automatically terminate on and after July 1, 2021.

Conclusion: Staff recommends the City Council waive first reading and read by title only an ordinance Modifying and Superseding Ordinance No. 1659 Concerning the Temporarily Suspension of Sections 3.12.080 and 3.12.090 of the City of Woodland Municipal Code Related to Payment of Transient Occupancy Tax.



Ken Hiatt
City Manager

Attachments:

1. COVID-19-HotelTOT Assistance-ATT1-Urgency Ordinance-c1

URGENCY ORDINANCE _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND TEMPORARILY SUSPENDING SECTIONS 3.12.080 AND 3.12.090 OF THE CITY OF WOODLAND MUNICIPAL CODE CONCERNING PAYMENT OF TRANSIENT OCCUPANCY TAX, AND DECLARING THE URGENCY THEREOF

WHEREAS, the City of Woodland on March 17, 2020 declared a local emergency due to COVID-19, a contagious virus with no known cure that has become a global pandemic; and

WHEREAS, the City's actions followed the Governor of the State of California declaring a state of emergency on March 4, 2020, the Yolo County Board of Supervisors ratifying a local and public health emergency on March 10, 2020, and the President of the United States declaring a national emergency on March 13, 2020; and

WHEREAS, the Yolo County Health Officer issued a Shelter in Place Order on March 18, 2020, and the Governor issued a similar Executive Order ordering all residents to stay at home as much as possible on March 19, 2020; and

WHEREAS, the effects of the various orders and actions needed to slow the spread of COVID-19 has resulted in significant economic effects in the City of Woodland as restaurants have converted to take-out only businesses, "non-essential" businesses have temporarily closed and may be forced to permanently close, events have been cancelled, and hotel room nights have dramatically decreased; and

WHEREAS, hotels in the City provide not only a place for visitors to stay while in the City, but they also generate additional revenue in the form of increased sales tax dollars from visitors' purchases at local stores and restaurants; and

WHEREAS, if hotels in the City are forced to close permanently as a result of the decrease in hotel room nights, there will be at minimum a significant delay in such hotels reopening, and there may be a permanent reduction in the number of hotel rooms in the City, resulting in reductions in City revenue and the elimination of an essential amenity for visitors to the City; and

WHEREAS, hotels in the City are subject to Chapter 3.12 of the City of Woodland Municipal Code, which requires them to collect from hotel guests a 10% occupancy tax, referred to as the transient occupancy tax, which is then remitted to the City; and

WHEREAS, in this time of economic uncertainty and declining hotel revenues, the City Council finds that it is vital to help assist the hotels in the City to remain both open and viable businesses so that visitors can stay in hotels during this period of local emergency but also so that they will be able to successfully operate again once operations in the City return to typical operating conditions; and

WHEREAS, the City Council finds that enforcing all of the provisions of the Municipal Code regarding collecting the transient occupancy tax from hotels in the City is not in the public interest, that it is in the best interest of the public's health, safety, and welfare for hotels to be able

to continue to operate during and after the local emergency caused by COVID-19, and that the City desires to help hotels continue in business and can do so by not enforcing the provisions of the Municipal Code requiring penalties and interest to be paid in the event of non-payment and requiring certain enforcement procedures when operators fail to timely pay the tax; and

WHEREAS, this Ordinance is temporary in nature and is intended to provide temporary financial relief to hotels within the City of Woodland during, and immediately following, the City's response to the COVID-19 pandemic outbreak; and

WHEREAS, this Ordinance is adopted pursuant to the City's police powers and powers afforded to the City in time of national, state, county, and local emergency during an unprecedented health pandemic, such powers being afforded by the State Constitution, State Law, and Chapter 13.52 of the Woodland Municipal Code to protect the peace, health, and safety of the public; and

WHEREAS, the City Council of the City of Woodland finds that this Ordinance is necessary for the preservation of the public peace, health, and safety of residents living within the City and finds such urgency to approve this Ordinance immediately based on the facts described herein, and detailed in the staff report.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Woodland as follows:

Section 1. Section 3.12.080 of the City of Woodland Municipal Code concerning penalties for failure to remit the transient occupancy tax when due is hereby suspended and shall be in full force and effect again as set forth in Section 3.

Section 2. Section 3.12.090 of the City of Woodland Municipal Code requiring the Tax Administrator to take certain actions when an operator fails to remit the transient occupancy tax collected, including the assessment of penalties and interest, sending notice to the operator, and allowing the operator to have a hearing, is hereby suspended and shall be in full force and effect again as set forth in Section 3.

Section 3. The effect of the City Council's suspension of Sections 3.12.080 and 3.12.090 is to permit the deferral of transient occupancy tax payments by operators to the City. Upon cessation of the local emergency, all operators who collected the transient occupancy tax are expected to remit all payments owed to the City by the end of the following quarter. If, for example, the local emergency terminates in May 2020, all transient occupancy taxes owed by an operator will be due to the City following the July- September 2020 quarter. From and after the date the tax is owed, all applicable interest and penalties set forth in Section 3.12.080 shall begin accruing, and the enforcement provisions in Section 3.12.090 may be enforced by the Tax Administrator.

Section 4. Nothing in this Ordinance shall relieve an operator from collecting from transients the amounts required to be collected, as specified in Section 3.12.030 of the City of Woodland Municipal Code. This Ordinance also does not relieve any operator from its obligation to remit to the City the transient occupancy tax collected.

Section 5. Each operator that collects, or has collected, transient occupancy tax shall continue to be required to comply with Section 3.12.070 of the City of Woodland Municipal Code requiring an operator to report to the City's Tax Administrator the total rents charged and received and the amount of tax collected for transient occupancies.

PASSED AND ADOPTED by the City Council of the City of Woodland, by a four-fifths vote, at a special meeting this 24th day of March, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rich Lansburgh
Mayor

ATTEST:

Ana B. Gonzalez
City Clerk

Kara K. Ueda
City Attorney