	City of Woodland **Meeting Agenda** **City Council**	City Hall Council Chambers 300 First Street Woodland, CA 95695

February 1, 2022
6:00 PM

CITY COUNCIL

PLEASE NOTE: The February 1, 2022 Woodland City Council meeting will be conducted pursuant to Government Code section 54953(e), which allows the City to hold meetings via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing.

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 the link below to join the public comment portion of the meeting:
https://zoom.us/j/99759026181

Or Phone: US: +16699006833,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833
Meeting ID: 997 5902 6181

CLOSED SESSION
5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
   Agency Designated Representative: City Manager and Director of Administrative Services
   Employee Organization: Mid-Management Professional Association, Woodland Police Officers' Association and Woodland Police Supervisors Association

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

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

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

2. SUBJECT: Long Range Calendar

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

H. CONSENT CALENDAR

3. SUBJECT: City Council Meeting Minutes of January 4, 2022 and January 18, 2022

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 4, 2022 and January 18, 2022.

4. SUBJECT: Parks & Recreation Commission Meeting Minutes of November 22, 2021

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive September 27, 2021, Parks & Recreation Commission Meeting Minutes.

5. SUBJECT: Findings and Determinations under AB 361 for the Continuation of Virtual Meetings

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, making findings and determinations under AB 361 for the continuation of virtual meetings.

6. SUBJECT: Second Reading - Adoption of Ordinances related to the Formation of Community Facilities District No. 2022-1 (Prudler Services) and Annexation into Spring Lake Maintenance Community Facilities District

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the following two ordinances:
   Oridinance No. 1680, Levying and Apportioning the Special Tax in Community Facilities District No. 2022-1 (Prudler Services);
   Ordinance No. 1681, Levying and Apportioning the Special Tax in Territory Annexed to the City of Woodland Spring Lake Maintenance Community Facilities District.

7. SUBJECT: State Route 113/County Road 25A Interchange Modifications Project, CIP 20-05 - Construction Contract Termination for Convenience with Granite Rock Company

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving construction contract termination for convenience by mutual agreement of both parties with Granite Rock Company for the State Route 113/County Road 25A Interchange Modifications Project (CIP 20-05).

8. SUBJECT: SACOG MOU for the REAP Grant and Professional Services Agreement with Opticos Design for the Armfield-Lemen Ave REAP Grant, CIP #22-12

   RECOMMENDATION FOR ACTION: Staff recommends that Council adopt Resolution No. _____, to appropriate $234,750 in the State Grant Fund (Fund 325) for the Armfield-Lemen Avenue REAP Grant Project, CIP #22-12 and authorize the City Manager to execute a Memorandum of Understanding (MOU) with SACOG for the REAP grant and execute a professional services agreement with Opticos Design for the same amount.

9. SUBJECT: Master Equity Lease, Consignment Auction and Customer Sale Agreements for multiple vehicles with Enterprise Fleet Management

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to enter into agreements with Enterprise Fleet Management, subject to minor revisions approved by the City Manager and City Attorney to conform to applicable law and City interests, authorizing the procurement and disposal of City vehicles

I. REPORTS OF THE CITY MANAGER

10. SUBJECT: Microtransit Update

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on efforts to bring Microtransit to Woodland.

11. SUBJECT: 2020 Census Data

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on 2020 US Census data.

J. 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, February 1, 2022 was posted on Wednesday, January 26, 2022 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez
City Clerk

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

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 1, 2022
ITEM #: G.2
SUBJECT: Long Range Calendar

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

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

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

Ken Hiatt
City Manager

Attachments:
1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

FEBRUARY 12TH **COUNCIL RETREAT (C&SC)**

Council Retreat

FEBRUARY 15TH **REGULAR MEETING**

SAC meeting minutes and Reso supporting the Climate-Safe California Campaign
Approve Agreement with Yolo County for funding of YBWL Culvert Replacement Project, CIP #20-06
Update Cannabis Fines

MARCH 1ST **REGULAR MEETING**

City Council Meeting Minutes of Februry 1, 2022 and February 15, 2022
AB 361 – Virtual Meetings
Mid-Year Budget Update

MARCH 15TH **REGULAR MEETING**

Woodland Research Technology Park – EIR Specific Plan Adoption
Boards and Commissions Recuritment Period
Cannabis

Future Topics / Study Sessions:

Outdoor Dining Parklet - Temporary Ordinance (TBD)
Waste Management Residential Smart Truck (TBD)
Rule 20A Undergrounding District (TBD)
Comprehensive Zoning Update (Spring/Summer 2022)
Update on Brand and Logo Process
Summer 2022 FLA Academy – April 5th
Amendment to Chapter 17.110 of City's Zoning Ordinance related to Commercial Cannabis Retail Use in the City of Woodland and Amendment to Chapter 5.28 of Municipal Code related to Cannabis Business Permits (to be agendized)

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 1, 2022
ITEM #: H.3
SUBJECT: City Council Meeting Minutes of January 4, 2022 and January 18, 2022

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of January 4, 2022 and January 18, 2022.

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

Ken Hiatt
City Manager

Attachments:
1. 01.04.2022 CC DRAFT Mins
2. 01.18.2022 CC DRAFT Mins

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, January 4, 2022

6:00 PM

<u>City Council</u>

PLEASE NOTE: The January 4, 2022 Woodland City Council meeting will be conducted pursuant to Government Code section 54953(e), which allows the City to hold meetings via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing.

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 the link below to join the public comment portion of the meeting:
https://zoom.us/j/99759026181

Or Phone: US: +16699006833,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833
Meeting ID: 997 5902 6181

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

All Council Members present via roll call.
Present: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by City Clerk Ana Gonzalez.

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.*

Communicate Ccib submitted the usual email related to Speed Limit Removal.

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

1. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

2. SUBJECT: Public Works Quarterly Status Report

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Public Works Quarterly Status Report for the period of September through November 2021.

Received the Public Works Quarterly Status Report for the period of September through November 2021 from Public Works Director Craig Locke.

G. CONSENT CALENDAR

3. SUBJECT: Findings and Determinations under AB 361 for the Continuation of Virtual Meetings

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, making findings and determinations under AB 361 for the continuation of virtual meetings.

Adopted RESOLUTION NO. 7833, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS.

4. SUBJECT: Adoption of Ordinance No. 1679 related to Sewer and Water Rates

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. 1679, “An Ordinance of the City Council of the City of Woodland, California, to Increase Rates for Water and Sewer Services.”

Adopted ORDINANCE NO. 1679, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, TO INCREASE RATES FOR WATER AND SEWER SERVICES.

5. SUBJECT: FY2021 Homeland Security Grant

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____,

1. Authorizing the Police Department to submit an application for the 2021 Homeland Security Grant in the amount of $54,122 for the purchase of six (6) portable all-band radios for equal distribution between Police and Fire, and to accept the grant if awarded; and
2. Authorizing the City Manager to appropriate $54,122 to Other Federal Grants Fund (330) for the purchase of the awarded equipment.

Adopted RESOLUTION NO. 7834, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR THE 2021 HOMELAND SECURITY GRANT AND TO ACCEPT THE GRANT IF AWARDED; AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE $54,122 TO OTHER FEDERAL GRANTS FUND 330 FOR THE PURCHASE OF PORTABLE ALL-BAND RADIOS.

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

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None

H. REPORTS OF THE CITY MANAGER

6. SUBJECT: East Beamer Way Campus Update and Additional Appropriation for Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:
1) Receive an update on the East Beamer Way Campus project; and
2) Adopt Resolution No. _____, (1) approving an additional appropriation of $438,616 from the Homeless Housing Fund (331) to the Permanent Supportive Housing Project, Phase 2 Site Infrastructure – CIP 19-22 based on funds provided by Friends of the Mission ($238,616) and Partnership Health Plan of California ($200,000) which will increase the budget for CIP 19-22 from $3,315,356 to $3,753,972; (2) approving total contract contingencies of up to $835,357 for a total contract authorization amount of $3,159,857.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Stallard and carried unanimously on 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7835, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN ADDITIONAL APPROPRIATION OF FUNDS FOR THE PERMANENT SUPPORTIVE HOUSING PROJECT, PHASE 2 SITE INFRASTRUCTURE - CIP #19-22.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None

I. ADJOURN

Meeting adjourned at 7:35 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, January 18, 2022

6:00 PM

<u>City Council</u>

CITY COUNCIL

PLEASE NOTE: The January 18, 2022 Woodland City Council meeting will be conducted pursuant to Government Code section 54953(e), which allows the City to hold meetings via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing.

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 the link below to join the public comment portion of the meeting:
https://zoom.us/j/99759026181

Or Phone: US: +16699006833,,99759026181#

Or Telephone: Dial: US : +1 669 900 6833
Meeting ID: 997 5902 6181

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING
6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:00 PM.

B. ROLL CALL

All Council Members present via roll call vote.
Present: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Vega.

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.

None.

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.

Verbal updates provided by Council Members/Staff.

F. CONSENT CALENDAR

2. SUBJECT: City Council Meeting Minutes of December 7, 2021 and December 21, 2021

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of December 7, 2021 and December 21, 2021.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of December 7, 2021 and December 21, 2021.

3. SUBJECT: Community Services Department Quarterly Status Report

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Departmental Quarterly Status Report for the period of October through December 2021.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of December 7, 2021 and December 21, 2021.

4. SUBJECT: 2022 Reappointment of Staff to Yolo County Waste Advisory Committee

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the appointment of Rosie Ledesma as the City of Woodland's representative on the Yolo County Waste Advisory Committee for the next four-year term.

Adopted RESOLUTION NO. 7836, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPOINTING A REPRESENTATIVE TO SERVE ON THE YOLO COUNTY WASTE ADVISORY COMMITTEE.

5. SUBJECT: Salary Schedule Effective January 1, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve the City of Woodland Salary Schedule effective January 1, 2022.

Approved the City of Woodland Salary Schedule effective January 1, 2022.

6. SUBJECT: Professional Services Agreement for the Spring Lake Recycled Water Project, CIP #17-07

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to: 1) Approve the reallocation of $205,000 of Water Enterprise Funds from Water System Leak Detection & Repairs, CIP #09-23, to the Spring Lake Recycled Water Project, CIP #17-07; and 2) Approve the reallocation of $125,000 of Water Enterprise Funds from Preparation of America's Water Infrastructure Act Plans, CIP #21-03, to the Spring Lake Recycled Water Project, CIP #17-07; and 2.) Approve the reallocation of $10,000 of Water Enterprise Funds from 2020 Urban Water Management Plan, CIP #21-04, to the Spring Lake Recycled Water Project, CIP #17-07; and 3) Approve a professional services agreement for the Spring Lake Recycled Water Project, CIP #17-07, with West Yost Associates (West Yost) for engineering design services in the amount of $275,389 and approve a contingency of up to an additional 10% of the contract award amount ($27,538).

Adopted RESOLUTION NO. 7837, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR SPRING LAKE RECYCLED WATER PROJECT, CIP 17-07.

7. SUBJECT: Loan and Purchase Price Limits for First Time Homebuyers Loan Assistance Program

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to increase the loan limit to $120,000 for the City's First Time Homebuyers Loan Assistance Program and increase the home purchase price limits to $423,000 (existing homes) and $439,000 (new homes) for the program.

Adopted RESOLUTION NO. 7838, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CHANGES TO THE LOAN AND PURCHASE PRICE LIMITS FOR THE CITY'S FIRST TIME HOMEBUYERS LOAN ASSISTANCE PROGRAM.

8. SUBJECT: Loan Agreement for 310 West Main Street Affordable Housing Project

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) approving an appropriation of $500,000 from the Affordable Housing In-Lieu Fees Fund (327) and authorizing the Finance Officer to amend the Fiscal Year 2022 budget as necessary, (2) approving a fifteen-year residual receipts loan to the Chelsea Investment Corporation ("Chelsea") in the amount of $500,000 with three percent (3%) simple interest for Chelsea's 72-unit multifamily affordable rental project at 310 West Main Street, (3) authorizing the City to enter into a regulatory agreement and declaration of restrictive covenants with Chelsea for the 310 West Main Street project to ensure the affordability of the project for a term of not less than 55 years, and (4) authorizing the City Manager to execute the loan documents and regulatory agreement in a form as prepared and approved by the City Attorney and take such other actions and execute such documents as necessary to make the City loan and ensure the affordability of the project.

Adopted RESOLUTION NO. 7839, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A $500,000 LOAN FROM THE AFFORDABLE HOUSING IN-LIEU FEES FUND TO ASSIST CHELSEA INVESTMENT CORPORATION WITH THE CONSTRUCTION OF A 72-UNIT MULTIFAMILY PROJECT AT 310 WEST MAIN STREET.

9. SUBJECT: Application for the FY22 CalRecycle Illegal Disposal Site Abatement Grant Program

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1) Authorizing the Homeless Services Manager to submit an application for the FY2021/22 CalRecycle Illegal Disposal Site Abatement Grant Program in the amount of $140,000 over a two-year grant period for use in the removal and disposal of illegal solid waste dumped in the City, and to accept the grant if awarded; and 2) Authorizing the City Manager to appropriate $140,000 to the State Grants Fund (325) for the use in contracted services for removal and disposal of illegal solid waste dumped in the City.

Adopted RESOLUTION NO. 7840, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE HOMELESS SERVICES MANAGER TO SUBMIT AN APPLICATION FOR THE FY2021/22 CALRECYCLE ILLEGAL DISPOSAL SITE ABATEBEMENT AND TO ACCEPT THE GRANT IF AWARDED; AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE $140,000 TO THE STATE GRANTS FUND (325) FOR USE IN CONTRACTED SERVICES FOR REMOVAL AND DISPOSAL OF ILLEGAL SOLID WASTE DUMPED IN THE CITY.

On a motion by Council Member Lansburgh, seconded by Council Member Stallard and carried unanimously on a 5-0 roll call vote, Council Members approved Consent Calendar Items No. 2 through 9.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None

G. PUBLIC HEARINGS

10. SUBJECT: Formation of Community Facilities District No. 2022-1 (Prudler Services) and Annexation into Spring Lake Maintenance Community Facilities District

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) hold a public hearing, and (2) approve the following four (4) resolutions:
    Resolution No. _____, Establishing Community Facilities District No. 2022-1 (Prudler Services) and Calling an Election;
    Resolution No. _____, Declaring the Results of the election in Community Facilities District No. 2022-1(Prudler Services);
    Resolution No. _____, Calling an Election Within the Area Proposed to be Annexed to the Spring Lake Maintenance Community Facilities District;
    Resolution No. _____, Declaring the Results of the Election in Spring Lake Maintenance Community Facilities District;

Staff further recommends that the City Council conduct a first reading of the following two ordinances:
Oridinance No. _____, Levying and Apportioning the Special Tax in Community Facilities District No. 2022-1 (Prudler Services);
Ordinance No. _____, Levying and Apportioning the Special Tax in Territory Annexed to the City of Woodland Spring Lake Maintenance Community Facilities District.

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7841, A RESOLUTION ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 2022-1 (PRUDLER SERVICES) AND CALLING AN ELECTION FOR THE PURPOSE OF SUBMITTING THE LEVY OF THE SPECIAL TAX AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT TO THE QUALIFIED ELECTORS OF THE DISTRICT; RESOLUTION NO. 7842, A RESOLUTION DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON TUESDAY, JANUARY 18, 2022, IN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (PRUDLER SERVICES); RESOLUTION NO. 7843, A RESOLUTION CALLING AN ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS THE QUESTION OF LEVYING A SPECIAL TAX WITHIN THE AREA PROPOSED TO BE ANNEXED TO SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT - Annexation No. 4; and RESOLUTION NO. 7844, A RESOLUTION DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON TUESDAY, JANUARY 18, 2022, AND ORDERING THE ANNEXATION OF TERRITORY TO SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT - Annexation No. 4.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None

On a motion by Council Member Stallard, seconded by Mayor Vega and carried unanimously on a 5-0 roll call vote, Council Members conducted a first reading of an Ordinance Levying and Apportioning the Special Tax in Community Facilities District No. 2022-1 (Prudler Services) and an Ordinance Levying and Apportioning the Special Tax in Territory Annexed to the City of Woodland Spring Lake Maintenance Community Facilities District.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None

H. REPORTS OF THE CITY MANAGER

11. SUBJECT: Approve Updated Rick Gonzales Sr. Park Master Plan

RECOMMENDATION FOR ACTION: Staff recommends the City Council adopt Resolution No. _____, to approve the attached updated Master Plan for Rick Gonzales Sr. Park.

On a motion by Council Member Garcia-Cadena, seconded by Mayor Vega and carried unanimously on a 5-0 roll call vote, Counci Members adopted RESOLUTION NO. 7845, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE MASTER PLAN FOR RICK GONZALES SR. PARK.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None

12. SUBJECT: Woodland Regional Park Preserve – Project Update and Lease Agreement for Environmental Education Center

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the Woodland Regional Park Preserve project and approve Resolution No. _____, authorizing the City Manager to terminate the existing lease agreement with Explorit Science Center and to execute a lease agreement with Tuleyome for a portion of the site for the improvement and operation of an Environmental Education Center.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried unanimously on a 5-0 roll call vote, Council Members adopted RESOLUTION NO. 7846, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO TERMINATE EXISTING GROUND LEASE AGREEMENT WITH EXPLORIT SCIENCE CENTER AND EXECUTE A GROUND LEASE AGREEMENT WITH TULEYOME, A CALIFORNIA NON PROFIT CORPORATION FOR THE IMPROVEMENT AND LEASE OF A PORTION OF THE WOODLAND REGIONAL PARK PRESERVE SITE.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega
NOES: None

I. ADJOURN

Meeting adjourned at 7:34 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 1, 2022
ITEM #: H.4
SUBJECT: Parks & Recreation Commission Meeting Minutes of November 22, 2021

Recommendation for Action:
Staff recommends that the City Council receive the November 22, 2021, 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 its last meeting on January 24, 2022. At this meeting, the Parks & Recreation Commission approved the minutes from the November 22, 2021, Parks & Recreation Commission meeting.

Conclusion:
Staff recommends that the City Council receive the November 22, 2021, Parks & Recreation Commission Meeting Minutes.

Prepared by:
Kris Bain, Community Services Program Manager

Ken Hiatt
City Manager

Attachments:
1. Parks & Recreation Commission Minutes November 22, 2021

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Parks & Recreation Commission Meeting –

Monday, November 22, 2021

6:30 PM

A. **PLEASE NOTE: The November 22, 2021 Parks & Recreation Commission meeting will be conducted pursuant to Government Code section 54953(e), which allows the City to hold meetings via teleconference during a proclaimed state of emergency, when state or local officials have imposed or recommended measures to promote social distancing. The meeting will be held via teleconference and Commission 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 Parks & Recreation Commission 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 Commission 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 Kris 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://zoom.us/j/97037739346 Or Dial: +1 669 900 6833 Meeting ID: 970 3773 9346**

B. **CALL TO ORDER**

Meeting called to order at 06:30 PM

C. **ROLL CALL**

Commission Members Present: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta
Absent:
Excused:

D. **PLEDGE OF ALLEGIANCE**

Pledge of Allegiance.

E. **COMMUNICATIONS - PUBLIC COMMENT**

Read into record from CCIB regarding Woodland speed limits.

F. **COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS**

Commissioner Murrieta was concerned about the safety of the handball courts at Ferns Park.

G. **PRESENTATION**

No presentations at this meeting.

H. **BUSINESS ITEMS**

No business items at this meeting.

I. **COMMITTEE REPORTS**

1. Standing Committee Report

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

Commissioner White-Snyder reported for the Facilities Committee that the work on the fields for Woodland Girls Fast Pitch was progressing.
Commissioner Valcarenghi, Urban Forest Committee, reported that they have met with staff concerning the Tree Ordinance.
Commissioner Martin for the Volunteerism Committee will have a report soon.
No other Committees had updates at this meeting.

J. CONSENT CALENDAR

2. Approve Minutes for September 27, 2021

On a motion by Commissioner Henry Murrieta, seconded by Chairperson Rashid Ali and carried unanimously on a roll call vote, Commission Members Approve Minutes for September 27, 2021.

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

K. OTHER BUSINESS

3. Commission Absence Request

On a motion by Commissioner Carla White-Snyder, seconded by Commissioner Jon-Paul Valcarenghi and carried unanimously on a roll call vote, to approve the absence of Commissioner Murrieta from the January 24, 2022 Commission meeting.

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

4. Election of Officers

On a motion by Commissioner Carla White-Snyder, seconded by Commissioner Jon-Paul Valcarenghi and carried unanimously on a roll call vote, Commission Members Election of Officers. Chair Rashid will continue as Chair through June.

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

5. Committee Assignments

On a motion by Chairperson Rashid Ali, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, the Commission Members Annual update of Committee Assignments. Commissioner Murrieta will be on the Volunteerism Committee.

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Parks & Recreation Commissioner Henry Murrieta

Noes: None

Absent:

6. Discuss and Review Workplan

Commissioners discussed the Workplan. This item will be added to the next meeting for approval.

L. REPORT OF THE STAFF

7. Community Services Staff Report for November 22, 2021

Verbal updates provided by Staff.

M. NEXT MEETING

January 24, 2022

N. ADJOURN

On a motion by Commissioner Jon-Paul Valcarenghi, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, the Commission adjourned the meeting at 07:45 PM.

Ayes: Chairperson Rashid Ali, Vice Chairperson Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Henry Murrieta

Noes: None

Absent:

	TO:	THE HONORABLE MAYOR AND CITY COUNCIL
	AGENDA:	City Council Regular Meeting
	DATE:	February 1, 2022
	ITEM #:	H.5
	SUBJECT:	Findings and Determinations under AB 361 for the Continuation of Virtual Meetings

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. ____, making findings and determinations under AB 361 for the continuation of virtual meetings.

Staff Contact: Ana B. Gonzalez, City Clerk, (530) 661-5906, ana.gonzalez@cityofwoodland.org

Fiscal Impact:
There is no fiscal impact from this item.

Background:
On March 17, 2020, in the face of the COVID-19 pandemic, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means.

The provisions in the Brown Act that were suspended by the Governor's Executive Order are contained in Government Code Section 54953(b)(3) and require that when teleconferencing is used, outside of a statewide emergency, the following occur:

- An agenda is required to be posted at all locations, including any teleconference locations.
- Each teleconference location must be identified on the actual agenda.
- Each teleconference location shall be accessible to the public.
- A quorum of the legislative body must be in the jurisdiction.

With the Governor's Executive Order, the four above requirements were suspended, allowing councilmembers to not have to post an agenda at their teleconference location, not have to identify their location on the meeting agenda, not have to ensure public accessibility at the teleconference location, and the legislative body did not need a quorum in the jurisdiction. As the City Council is aware, this allowed the City Council and all other meetings of legislative bodies of the City to be conducted by Zoom with councilmembers, commission members, committee members, and staff all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

With the current pending expiration of the Governor's Executive Order, the State Legislature adopted Assembly Bill 361. On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees. The City Council first made these findings at its October 5 meeting. Staff will continue to bring this resolution forward for consideration at least every thirty days for so long as the City Council intends to continue remote meetings.

Discussion:
AB 361 preserves many of the provisions of the earlier executive orders, including the suspension of the four teleconferencing requirements noted above, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment periods for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. The City already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting tomembers of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the City Council must, within thirty (30) days of its first meeting under AB 361, and every thirty (30) days thereafter, make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommended measures to promote social distancing throughout the state. Additionally, Yolo County Health Officer Dr. Aimee Sisson has, in a memo dated September 22, 2021, recommended the continuance of virtual meetings at the present time as a means of promoting social distancing, given the current high case rate of COVID-19 in Yolo County. Dr. Sisson has indicated that she will update the memo as circumstances change, and we will continue to monitor this issue to determine when it is appropriate to return to in-person meetings.

The enclosed resolution makes the necessary findings for the City Council and all subordinate legislative bodies of the City that are subject to the Brown Act to continue with virtual meetings for the time being. City staff will return to the City Council with a resolution every thirty days to allow for the continuance of virtual meetings for so long as the Council and staff believe that virtual meetings are necessary.

It is important too that AB 361 does not require the City to continue with virtual meetings, but simply gives the Council that option. If, at any time, the City Council desires to return to in-person meetings, the Council can agendize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings. However, at this time, City staff is recommending adoption of the resolution to allow the City Council and all other Commission, Committee, and other Brown Act meetings to continue to be held remotely in order to ensure social distancing consistent with the recommendations of state and local officials.

Conclusion:
Staff recommends that the City Council adopt Resolution No. _____, making findings and determinations under AB 361 for the continuation of virtual meetings.

Ken Hiatt
City Manager

Attachments:

1. Resolution AB 361 Recurring -c1 (1) (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS

WHEREAS, the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) generally requires local agencies meeting via teleconference, including through other virtual or electronic means to, among other things, provide public access at each location in which members of the legislative body are teleconferencing; and

WHEREAS, the Legislature recently enacted Assembly Bill 361 (AB 361), which amended Government Code section 54953 to allow local agencies to meet fully virtually, without fully adhering to the rules otherwise applicable to teleconferencing, during a proclaimed state of emergency if state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Governor issued a proclamation declaring a state of emergency on March 4, 2020 due to the COVID-19 pandemic, pursuant to section 8625 of the California Emergency Services Act, and this proclaimed state of emergency currently remains in effect; and

WHEREAS, state or local officials continue to recommend measures to promote social distancing to prevent the spread of COVID-19, and in particular, Cal-OSHA regulation 3205 recommends physical distancing in the workplace generally and regulates a “close contact,” defined as being within 6 feet of another under certain circumstances, and Yolo County Health Officer Dr. Aimee Sisson has recommended that local public agencies refrain from holding in person public meetings, as a means of promoting social distancing; and

WHEREAS, the continuation of virtual meetings will allow for full participation by members of the public and compliance with the recommendations of state and local officials with regard to social distancing; and

WHEREAS, the City Council of the City of Woodland desires that all City legislative bodies continue to hold virtual meetings pursuant to AB 361 and Government Code section 54953(e).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODLAND DOES HEREBY RESOLVE AND FIND AS FOLLOWS:

1) The recitals set forth above are found to be true and correct and are incorporated herein by reference.

2) The City Council has reconsidered the circumstances of the state of emergency.

3) As stated in the recitals, state or local officials continue to recommend measures to promote social distancing.

4) The City Council and all other legislative bodies of the City of Woodland who are required to hold public meetings shall continue to meet virtually in accordance with Government Code section 54953(e) and without compliance with section 54953(b)(3), based upon the findings and determinations hereby made by the City Council.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of February, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 1, 2022
ITEM #: H.6
SUBJECT: Second Reading - Adoption of Ordinances related to the Formation of Community Facilities District No. 2022-1 (Prudler Services) and Annexation into Spring Lake Maintenance Community Facilities District.

Recommendation for Action: Staff recommends that the City Council conduct a second reading and adopt the following two ordinances:

Oridinance No. 1680, Levying and Apportioning the Special Tax in Community Facilities District No. 2022-1 (Prudler Services); and

Ordinance No. 1681, Levying and Apportioning the Special Tax in Territory Annexed to the City of Woodland Spring Lake Maintenance Community Facilities District.

Staff Contact:
Kim McKinney, Director of Administrative Services, (530) 661-5849, kim.mckinney@cityofwoodland.org

Background:
The Prudler Subdivision consists of approximately 38 acres and plans to develop 183 single family homes. The tentative map and related Development Agreement were approved by Council on September 6, 2016. The Development Agreement included Condition of Approval 121 requiring the developer, Lennar Homes, to form a new services Community Facilities District (CFD) and to annex into the existing Sports Park CFD prior to approval of the final map.

The Mello-Roos Community Facilities Act of 1982, as amended (Government Code Sections 53311 et seq.) (the "Act"), was enacted by the California Legislature to provide an alternate method of financing certain essential public capital facilities and services, especially in the developing areas of the State of California. Once duly established by a city, county, or other local agency, a CFD is a legally formed governmental entity with defined boundaries, with the governing board or legislative body of the local agency acting on its behalf. Subject to approval by a two-thirds vote of qualified electors in compliance with the provisions of the Act, a legislative body of a local agency may levy and collect a special tax within a CFD.

On December 7, 2021, the City Council adopted a Resolution of Intention to establish the Prudler Services CFD and adopted a Resolution of Intention to annex territory into the existing Sports Park CFD. On January 18, 2022, the City Council held public hearings and adopted resolutions forming the Prudler Services CFD, calling for an election for both the Prudler Services CFD and the annexation of territory into the Sports Park CFD and declaring the results of the elections.

Discussion:
The public hearings and first reading of the two ordinances were held on January 18, 2022 and described briefly below.

Prudler Services CFD
The first ordinance for the Prudler Services CFD authorizes levying and apportioning the special tax in the Prudler Services CFD. These proceedings will establish the maximum allowable special tax for the CFD. Each year, staff will prepare a budget with the costs of providing services with the District, and related administrative costs. This budget will inform the actual assessment levied each year.

Sports Park CFD Annexation
The second ordinance before the City Council authorizes levying and apportioning the special tax in the territory annexed into the Sports Park CFD.

Conclusion:
Staff recommends that the City Council conduct a second reading and adopt the following two ordinances:

Oridinance No. 1680, Levying and Apportioning the Special Tax in Community Facilities District No. 2022-1 (Prudler Services); and

Ordinance No. 1681, Levying and Apportioning the Special Tax in Territory Annexed to the City of Woodland Spring Lake Maintenance Community Facilities District..

Prepared by: Kim McKinney, Director of Administrative Services

Ken Hiatt
City Manager

Attachments:
1. Ordinance Apportioning Special Tax - CFD2022-1 Prudler
2. Ordinance Apportioning Special Tax Spring Lake Maint CFD Annex Prudler

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND LEVYING AND APPORTIONING THE SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (PRUDLER SERVICES)

WHEREAS, City Council (the "City Council") of the City of Woodland (the "City") has established Community Facilities District No. 2022-1 (Prudler Services) (the "CFD") pursuant to Resolution No. ____ (the "Resolution of Formation"), duly adopted on January 18, 2022, for the purpose of funding maintenance of public facilities, including a neighborhood park, landscaping, lighting, sound walls, and a traffic signal, in the area of the CFD;

WHEREAS, at an election held in the CFD on January 18, 2022, the qualified electors of the CFD authorized the levy of the special tax described in the Resolution of Formation;

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

Section 1. **Recitals.** The foregoing recitals are true and correct.

Section 2. **Levy of Special Tax**. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution of Formation.

Section 3. **Collection of Special Tax**. Pursuant to Section 53340 of the California Government Code and the Resolution of Formation, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. **Claims for Refund**. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the Finance Director during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. **No Mandatory Duty of Care**. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. **Severability.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. **Effective Date and Publication.** This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, within fifteen days after adoption by the City Council, pursuant to Government Code section 36933(a).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 1st day of February, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST: APPROVED AS TO FORM:

____
Ana B. Gonzalez, City Clerk

____
Ethan Walsh, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY ANNEXED TO THE CITY OF WOODLAND SPRING LAKE MAINTENANCE COMMUNITY FACILITIES DISTRICT

Annexation No. 4

WHEREAS, City Council (the "City Council") of the City of Woodland (the "City") has established the Spring Lake Maintenance Community Facilities District (the "CFD") pursuant to Resolution No. 4622, duly adopted on March 22, 2005, for the purpose of funding maintenance services for the sports park that serves the area of the CFD;

WHEREAS, the City Council duly adopted Resolution No. ____ (the "Resolution") on January 18, 2022, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein;

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on January 18, 2022, the qualified electors of such territory authorized the levy of the special tax described in the Resolution;

WHEREAS, the City Council duly adopted Resolution No. ____ on January 18, 2022, wherein the City Council determined that the territory proposed to be annexed was added to the CFD;

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

Section 1. **Recitals.** The foregoing recitals are true and correct.

Section 2. **Levy of Special Tax**. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. **Collection of Special Tax**. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. **Claims for Refund**. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the Finance Director during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this Ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. **No Mandatory Duty of Care**. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. **Severability.** If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance that can be given effect without the invalid provision or application and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. **Effective Date and Publication.** This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, within fifteen days after adoption by the City Council, pursuant to Government Code section 36933(a).

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Woodland at a regular meeting held on the 1st day of February, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST: APPROVED AS TO FORM:

______________________________ ______________________________
Ana B. Gonzalez, City Clerk Ethan Walsh, City Attorney

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	February 1, 2022
ITEM #:	H.7
SUBJECT:	State Route 113/County Road 25A Interchange Modifications Project, CIP 20-05 - Construction Contract Termination for Convenience with Granite Rock Company

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, approving construction contract termination for convenience by mutual agreement of both parties with Granite Rock Company for the State Route 113/County Road 25A Interchange Modifications Project (CIP 20-05).

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

Fiscal Impact:
The approved Capital Budget for the project is $1,950,000. The funding source is the Spring Lake Infrastructure Fund (Fund 682 – Roads).

To date, approximately $280,000 has been expended on soft costs including design, project management, and construction management. No invoices have been paid on the construction contract, but a final change order to cover bid item work as well as authorized overhead expenses related to contract termination for convenience is currently set at $94,727.35. Staff is currently evaluating alternative project scoping which could expand the project and allow for greater efficiency in construction of the ultimate interchange improvements. Staff will return to council once the estimated cost of the redesigned project is refined.

There are no impacts to the City's General Fund.

Background:
As the southeast area builds out, improvements to SR113/CR25A interchange will be required. Preparation of a Caltrans Project Study Report/Project Development Study (PSR-PDS) identified preliminary transportation facility improvements and cost estimates that will be used to establish fair share cost allocations to future development projects and the City. The City's engineering consultant, Mark Thomas, was tasked with preparing preliminary alternative highway concept geometric designs of the SR113/CR25A Interchange for the future design and construction of the ultimate SR113/CR25A Interchange improvements.
Traffic studies associated with the PSR/PDS also indicated that the City should pursue an interim improvement project at this interchange to allow for the full buildout of Spring Lake along with a limited amount of growth within the Woodland Research and Technology Park. Therefore, CIP 20-05, was created to widen a portion of the northbound and southbound off-ramps, widen County Road 25A to include new left and right turn pockets, replace the guard rail approaching the overcrossing, relocate street lighting, and make drainage and striping modifications.

The project was authorized for bids on August 18, 2020, and bids were opened on May 11, 2021. On May 18, 2021, a construction contract for CIP 20-05 was awarded to Granite Rock Company in the amount of $1,307,499.

Discussion:
As preparations for construction of this interim project were progressing, City staff continued to meet with Caltrans to help frame the full understanding of the ultimate project, which will consist of roundabouts for both

the northbound and southbound on/off ramps. It became apparent that there were certain overlapping improvements related to the ultimate project that were worth considering for inclusion in the interim project. An example of this would be the small sliver widenings of the roadways requiring grading operations to chase new fill all the way down the embankments of the interchange. Redesigning the project to complete all earthwork and embankment fill associated with the ultimate project now would avoid a scenario where the embankment sliver fills need to be constructed twice, saving significant costs and reducing traffic disruption.

In addition to redesigning for increased efficiency of the construction of the ultimate interchange improvement project, staff also considered the inflated cost of constructing the interim project. When the project was initially scoped in early 2019, total project cost was estimated around $850,000. By the time the project was awarded earlier this year, escalating construction costs resulted in a total project cost of $1.95 million.

Based on the considerations discussed above, staff approached the design team to discuss options for moving forward with the interim project in the most efficient and cost effective manner. Staff initially evaluated the addition of work to the interim project. However, it was clear that option would not be acceptable to the contractor because of the lengthy delays involved in making the design changes and having them approved by Caltrans. Updated traffic modeling assumptions may allow for use of the current interchange configuration to be used longer than initially expected. Therefore, staff is recommending that the current construction contract with Granite Rock Company be terminated while alternative designs are evaluated.

Progress under the construction contract with Granite Rock Company was relatively limited. Work to date has primarily consisted of construction sign placement, tree removal, SWPPP preparation, and construction staking. The City will also receive 3 new street light poles to be used on the future ultimate project. City staff suspended construction operations before Granite Rock mobilized their heavy equipment to the site. Staff informed the contractor that the City was considering contract termination for convenience and asked for an estimate of costs for terminating the contract in accordance with the contract provisions. Granite Rock provided a cost for termination at $94,727, consisting of approximately $52,000 in bid item work and another $42,000 in overhead related costs reasonably incurred and permitted under the contract provisions. A portion of the design work will be used to design the ultimate interchange project.

After termination of the construction contract with Granite Rock, the next steps for this project are to update the traffic modeling and either forgo the interim project altogether or construct a modified version of the interim project to include additional features that are also required of the ultimate project (i.e. all earthwork required of roundabout improvements).

<u>Conclusion</u>:
Staff recommends that the City Council adopt Resolution No. _____, approving construction contract termination for convenience by mutual agreement of both parties with Granite Rock Company for the State Route 113/County Road 25A Interchange Modifications Project (CIP 20-05).

Prepared by: Ed Wisniewski, Senior Civil Engineer

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

Ken Hiatt
City Manager

Attachments:

1. Resolution Terminate Contract_Granite Rock
2. Location Map

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TERMINATING THE CONSTRUCTION CONTRACT FOR CONVENIENCE FOR THE STATE ROUTE 113/COUNTY ROAD 25A INTERCHANGE MODIFICATIONS PROJECT, CIP #20-05

WHEREAS, the Project is included in the approved capital budget as SR-113/CR-25A Interchange Modifications (CIP #20-05), with a total budget of $1,950,000; and

WHEREAS, the Project was previously bid and awarded on May 18, 2021 to Granite Rock Company; and

WHEREAS, due to certain design inefficiencies and considerations related to inclusion of additional improvements associated with the future "ultimate" project at this intersection, it is in the best interest of the City and Contractor to terminate the construction contract; and

WHEREAS, the City's standard contract provisions allow for "Termination for Convenience" if the City determines that it is against the best interests of the City to complete the work.

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

Section 1. The City Council terminates the construction contract with Granite Rock Company for convenience per the terms of the construction contract.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 21st day of December 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

City of Woodland

SR-113/CR-25A INTERCHANGE MODIFICATION PROJECT (CIP 20-05)

LOCATION MAP

SUMMARY OF IMPROVEMENTS

- WIDEN NB & SB OFF-RAMPS TO ALLOW FOR RIGHT AND LEFT TURN LANES ONTO CR-25A
- WIDEN CR-25A TO ALLOW FOR RIGHT AND LEFT TURN LANES TO NB & SB ON-RAMPS
- NO BRIDGE WIDENING IS PROPOSED WITH THIS PROJECT

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	February 1, 2022
ITEM #:	H.8
SUBJECT:	SACOG MOU for the REAP grant and professional services agreement with Opticos Design for the Armfield-Lemen Ave REAP Grant, CIP #22-12

Recommendation for Action: Staff recommends that Council adopt Resolution No. _____, to appropriate $234,750 in the State Grant Fund (Fund 325) for the Armfield-Lemen Avenue REAP Grant Project, CIP #22-12 and authorize the City Manager to execute a Memorandum of Understanding (MOU) with SACOG for the REAP grant and execute a professional services agreement with Opticos Design for the same amount.

Staff Contact:
Brent Meyer, Community Development Director/City Engineer, (530) 661-5947, brent.meyer@cityofwoodland.org

Fiscal Impact:
In the Spring of 2021, City staff applied for and received $234,750 in REAP (Regional Early Action Planning) Grant Funding from the Sacramento Area Council of Governments (SACOG). The funding will be used to fund a consultant contract with Opticos Design. SACOG received the grant funding from the California Department of Housing and Community Development.

Background:
The purpose of the contract with Opticos is to create a neighborhood framework plan of actions to guide future growth and investment in the Armfield/Lemen Avenue neighborhood area. The plan will evaluate multi-modal accessibility, public improvement investments and redevelopment of the project area. The plan will also support the Yolo County Housing effort to redevelop their site. The contract will include an assessment of existing conditions, stakeholder outreach and public input, a presentation of design alternatives and an assessment of financial feasibility for the neighborhood plan.

The MOU is a three-party agreement between SACOG, the City and Opticos Design. SACOG will fund the contract and reimburse the City for invoices received from the consultant. The City will manage the work of Opticos in creating the neighborhood plan.

Discussion:
As part of the grant process, SACOG completed a quality-based selection process to select a bench of consultants for each city to use. City staff reviewed the list and worked with Opticos to put together a scope of work.

Conclusion:
Staff recommends that Council adopt Resolution No. _____, to appropriate $234,750 in the State Grant Fund (Fund 325) for the Armfield-Lemen Avenue REAP Grant Project, CIP #22-12 and authorize the City Manager to execute a Memorandum of Understanding (MOU) with SACOG for the REAP grant and execute a professional services agreement with Opticos Design for the same amount.

Prepared by: Brent Meyer, Community Development Director/City Engineer

Ken Hiatt
City Manager

Attachments:
1. Resolution
2. Agreement
3. Area Map

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A MOU WITH SACOG FOR THE ARMFIELD –LEMEN AVENUE REAP GRANT PROJECT, CIP #22-12

WHEREAS, Staff applied for and received funding from SACOG under their Regional Early Action Planning (REAP) Grant Program; and

WHEREAS, the City desires to create a neighborhood framework plan for the Armfield – Lemen Avenue neighborhood using this grant funding; and

WHEREAS, using SACOG's bench of consultants staff selected Opticos Design to perform this planning work; and

WHEREAS, this neighborhood framework plan will help implement some of the requirements of the Housing Element.

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

<u>Section 1.</u> The City Council authorizes the City Manager to execute an MOU with SACOG for the Armfield – Lemen Avenue REAP Grant Project, CIP #22-12.

Section 2. The City Council appropriates $234,750 in State Grant funding (Fund 325) to the Armfield – Lemen Avenue REAP Grant Project, CIP #22-12.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of February 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

82093.00001\8555510.2

MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO AREA COUNCIL OF GOVERNMENTS And the CITY OF WOODLAND

FOR THE REGIONAL EARLY ACTION PLANNNG GRANT PROGRAM

This Memorandum of Understanding ("MOU" or "Agreement") is made effective ____________, 2022 (the "Effective Date"), by and between the Sacramento Area Council of Governments ("SACOG") and the City of Woodland ("Local Agency").

RECITALS:

WHEREAS, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

WHEREAS, SACOG is the recipient of funds from the California Department of Housing and Community Development ("HCD") for purposes of administration of the Regional Early Action Planning Grant Program ("REAP"); and

WHEREAS, Local Agency is a member of SACOG and is the recipient of a **Two Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars ($234,750)** of SACOG REAP funds (the "Funds") that will be used to pay for the Neighborhood Framework Plan for Armfield/Lemen Avenue more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Project"); and

WHEREAS, Local Agency has selected Opticos as the prime consultant ("Contractor"), to provide professional services for the Project; and

WHEREAS, on September 22, 2021 SACOG entered into a Master Professional Services Agreement with Contractor and will serve as the contract administrator for the Project (the "Master Agreement").

NOW, THEREFORE, SACOG and Local Agency agree as follows:

1. <u>Recitals</u>: the recitals above are hereby incorporated in this Agreement.

2. <u>Selection of Contractor</u>: Local Agency has met with Contractor and determined Contractor's background, skill and experience are consistent with the needs of the Project.

3. <u>Task Orders with Contractor</u>: Local Agency will enter into a Task Order, in substantially the form attached hereto as Exhibit "B", with Contractor as provided for in the Master Agreement. The Task Order will identify the following: 1) the scope of services containing a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of

performance enumerating a timeline for completion of tasks including a deadline for deliverables. The Task Order with Contractor shall be delivered to SACOG for review and approval by SACOG's Project Manager identified in Section 23 herein. The Task Order shall be subject to the Master Agreement Fee Schedule.

4. Monitoring of Contractor: Local Agency shall monitor Contractor's performance of each Task Order and provide quarterly updates to SACOG regarding Project status and the completion of each Task Order. In addition to quarterly updates, Local Agency shall complete any reporting forms that may be required by the source of the Funds or SACOG.

5. Use of Funds: Local Agency shall pay Contractor's invoices directly in accordance with the terms of the Master Agreement. Local Agency must notify Contractor in a timely manner that is consistent with the Master Agreement.

6. Compliance with Laws: Local Agency will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Local Agency hereunder. Further, Local Agency will require the appropriate debarment certification form from all Local Agency contractors and Local Agency certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

7. Funding Amount: The amount to be paid to Local Agency under this Agreement will not exceed **Two Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars ($234,750)** unless agreed to in advance by the parties pursuant to a written amendment signed by SACOG's Executive Director or Deputy Executive Director. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

8. Term: The term of this Agreement shall be from the Effective Date until **July 31, 2023**, unless agreed to in advance by written amendment signed by SACOG's Executive Director or Deputy Executive Director.

9. Independent Contractor: The Local Agency, and the agents and employees of the Local Agency, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Local Agency, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Local Agency has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Local Agency in the performance of work funded by this Agreement. Local Agency will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

10. Accounting Records:

   a. Local Agency, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment voucher or invoices.

   b. Local Agency shall establish a separate ledger account for receipts and expenditure of the Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.

   c. Local Agency shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

   d. Local Agency agrees that SACOG, HCD and the State of California or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

11. Reporting and Payment:

a. On a quarterly basis, Local Agency will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Local Agency shall submit written invoices by e-mail in to SACOG. Local Agency's written progress report shall be completed as required by SACOG, and shall be for the periods ending March, June, September and December. Local Agency shall also provide a copy of Local Agency's annual progress report that is submitted to HCD annually in April.

b. Payments to Local Agency hereunder will be made in arrears. Local Agency will submit a detailed and properly documented invoice on its letterhead for reimbursement which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Local Agency has already incurred costs for the Project. Attached as Exhibit __ is SACOG's matrix of required supporting documentation for Local Agency invoices. Invoices for expenditures incurred prior to January 1, 2021 will not be reimbursed.

c. The Local Agency shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from the Local Agency. Indirect cost rates shall be submitted annually in accordance with SACOG requirements.

d. Local Agency will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Local Agency's invoice that would cause withholding of approval and subsequent payment. Local Agency's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts. Local Agency's failure to comply with any of the reporting requirements in this Agreement may impact Local Agency's ability to receive future REAP funds.

12. Audit, Retention and Inspection of Records:

a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.

b. Local Agency agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Local Agency further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Agreement, all records must be retained by Local Agency, its contractors and subcontractors until completion of the action and resolution of all issues which arise form it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SACOG and HCD shall have the right to audit Local Agency records and interview employees.

c. If so directed by SACOG upon expiration of this Agreement, the Local Agency will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

d. In addition to any other remedies available to SACOG in law or equity for breach of this Agreement, SACOG, may at its discretion, exercise a variety of remedies, including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

13. <u>Third Party Contracts</u>:

a. All procurements related to the expenditure of the Funds must be conducted using a fair and competitive procurement process. Local Agency may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California law.

b. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to Local Agency's contractors and subcontractors. Copies of all agreements with contractors and subcontractors shall be submitted to SACOG's project manager.

c. Local Agency shall be responsible for monitoring and enforcement of all agreements with contractors and subcontractors to ensure compliance with the terms of this Agreement.

14. <u>Termination</u>:

a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 23 below.

b. If either party issues a notice of termination, SACOG will reimburse Local Agency for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 10 and less any compensation to SACOG for damages suffered as a result of Local Agency's failure to comply with the terms of this Agreement.

c. Local Agency will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. In such event, Local Agency will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 23. SACOG will make payment to Local Agency through the date of termination, subject to the provisions of Section 10 above.

15. Indemnity: Local Agency specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement. Local Agency shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

16. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Local Agency. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Local Agency either in whole or in part.

17. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

18. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit "A"), unless modified pursuant to Section 19.

19. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

20. Amendments to Task Orders with Contractor: If the Contractor seeks additional fees for work that are beyond the scope of work of the Task Order and the not to exceed amount of the Master Agreement between the Contractor and SACOG, or additional fees are required to complete the Task Order, SACOG and Local Agency must agree in writing on the amended scope of work and fee amount prior to Local Agency entering into the amendment of the Task Order and the start of the additional work. The written amendment between SACOG and Local Agency must identify the amended Task Order, any additional fees for the Contractor and the party responsible for payment of such fees and costs. SACOG shall not be obligated to pay any amount in excess of the Funds.

21. Contractors and Subcontractors: Local Agency will be fully responsible for all work performed by its contractors and subcontractors.

    a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

    b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:

        (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans

with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Local Agency or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

22. Work Product and Data:

a. Definitions

i. "Work" – The work to be directly or indirectly produced by Local Agency, its employees, or by and of the Local Agency's contractor's, subcontractor's and/or employees under this Agreement.

ii. "Work Product" – All deliverables created or produced form Work under this Agreement included, but not limited to all, Work and deliverables conceived or made, either solely or jointly with others during the term of this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Local Agency and/or Local Agency's contractor or subcontractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

iii. "Inventions" – Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Local Agency or jointly with Local Agency's contractor and/or subcontractor or Local Agency's contractor's and/or subcontractor's employees of SACOG or HCD during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. Ownership of Work Product and Rights

i. All Work Products derived by the Work performed by Local Agency, its employees or by and of the Local Agency's contractor's and/or subcontractor's employees under this Agreement, shall be jointly owned by HCD, SACOG and Local Agency ("Joint Owners"), and shall be considered to be works made for hire by Local Agency and Local Agency's contractor and/or subcontractor for HCD for the benefit of the Joint Owners. The Joint Owners shall jointly own all copyrights in the Work Product.

ii. Local Agency, its employees and all of Local Agency's contractor's, and/or subcontractors employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Joint Owners, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hired by the Local Agency's contractor and/or subcontractor from HCD. From time to time upon Joint Owner's request, Local Agency's contractor and/or subcontractor and/or their employees shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as HCD may requests. Local Agency hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

iii. Local Agency, its employees and all Local Agency's contractors and/or subcontractors hereby agree to assign to HCD joint ownership of all Inventions. Local Agency, its employees and Local Agency's contractor and/or subcontractor shall promptly make a complete written disclosure to HCD of each Invention not otherwise clearly disclosed to HCD in the pertinent Work Product, specifically noting features or concepts that the Local Agency , its employees and/or Local Agency's contractor and/or subcontractor believes to be new or different.

iv. Upon completion of all work under this Agreement all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Joint Owners and no further agreement will be necessary to transfer ownership to the Joint Owners.

23. Project Managers: SACOG's Project Manager for this Agreement is Greg Chew, unless SACOG otherwise informs Local Agency. With the exception of notice of termination sent by certified mail pursuant to Section 14 above, any notice, report, or

other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Greg Chew
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Telephone: 916-340-6227
Email: gchew@sacog.org

Local Agency's Project Manager for this Agreement is Brent Meyer. No substitution of Local Agency's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 14 above, any notice, report, or other communication to Local Agency required by this Agreement will be mailed by first-class mail to:

Brent Meyer
300 First Street
Woodland, CA 95695
530 756-0242
Brent.Meyer@CityofWoodland.org

24. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

25. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Local Agency of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

26. Litigation: Local Agency will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

27. Non-Liability of SACOG: SACOG shall not be liable to Local Agency or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Local Agency or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

28. Amendments Required by HCD or State Agencies: If HCD, or any other State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

29. Counterparts and Electronic Signatures: This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this MOU and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

30. Authority: The persons signing on behalf of the parties to this MOU each warrant they have the legal authority to execute this MOU.

31. Entire Agreement: This MOU embodies the entire agreement of the parties in relation to the matters contained herein, and no other understanding, whether verbal, written, or otherwise, exists among the parties.

32. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Local Agency assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Local Agency also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

33. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, Local Agencys, contractors and consultants.

Local Agency hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Local Agency will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Local Agency to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

a. Local Agency and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

b. Local Agency and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Local Agency and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

c. Local Agency and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Local Agency and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Local Agency and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.)* and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Agency and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

d. Local Agency and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

e. Local Agency, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Local Agency shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

f. Local Agency and its contractors will include the provisions of this Section 33 in all contracts to perform work funded under this Agreement. Local Agency shall take such action with respect to any such contract as SACOG or HCD may direct as a means of enforcing such provisions, including sanctions for noncompliance.

g. Sanctions for Noncompliance: In the event of the Local Agency's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or HCD may determine to be appropriate, including, but not limited to:

   i. Withholding of payments to the Local Agency under this Agreement until the Local Agency complies, and/or
   ii. Cancellation, termination or suspension of the Agreement, in whole or in part.

34. <u>Drug-Free Certification</u>: By signing this Agreement, Local Agency hereby certifies under penalty of perjury under the laws of the State of California that Local Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The person’s or the organization’s policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Local Agency who works under this Agreement will:

(1) Receive a copy of Local Agency's Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Local Agency's Statement as a condition of employment on this Agreement.

35. Union Organizing: By signing this Agreement, Local Agency hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

a. Local Agency will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

b. Local Agency will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

36. Prohibition of Expending State or Federal Funds for Lobbying:

a. Local Agency certifies, to the best of his or her knowledge or belief, that:

(1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Agency, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

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

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c. Local Agency also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

37. Prevailing Wage and Labor Requirements.

a. Should Local Agency award any construction contracts utilizing Federal funds under this Agreement, Local Agency agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).

b. Should Local Agency award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Local Agency agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.

c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

[Signatures on Next Page]

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN:

SACRAMENTO AREA COUNCIL
OF GOVERNMENTS

By:______________________________
James Corless, Executive Director

APPROVED AS TO FORM:

____
Sloan Sakai Yeung & Wong LLP
Legal Counsel to SACOG

CITY OF WOODLAND

By: ______________________________
Ken Hiatt, City Manager

EXHIBIT "A"

Project Description

Jurisdiction: City of Woodland

Project Title: A Neighborhood Framework Plan for Armfield/Lemen Avenue

Project Location: Armfield Neighborhood, City of Woodland

Project Housing Nexus:
Check all that apply.

__X___Reduce Time _X___Impact on housing supply and/or

affordability ___Reduce Development

Costs _X_Increase approval certainty and/or

streamlines entitlements

__X__Infrastructure Capacity _X___Other: Accelerate the construction of small lot housing

Project Location Type:
Check all that apply.

__X__Green Zone _____Community wide

___X__Civic Lab Corridor __X__Other: Crossroads of Main and East

Streets

Project Goal Statement:
Describe the impacts of your project on the acceleration of housing production.

1. Designing a Neighborhood Framework Plan of actions to guide future growth and investment.
2. Creation of a multi-modal accessible, walkable, developable neighborhood that serves as a site for new market and subsidized housing and live-work by either extending and connecting dead-end streets or providing bike/ped and emergency vehicle connection between neighborhoods.
3. Building on underutilized and vacant, buildable parcels with current zoning that allows up to 40 units per acre housing and mix of supporting uses.
4. Attracting for-sale and rental housing development with access to transit, thoroughfares and daily needs within a quarter mile.

5. Enlisting the support of residents and business owners and assisting local property owners who expressed interest in developing affordable workforce, senior and market-rate housing.
6. Yolo County Housing's redevelopment of the existing 132 HUD units into an approximately 400 unit, mixed-income community.
7. Introduce "affordable by design" form-based standards with building types such as the fourplex that allow economical and incremental construction using local banks and FHA financing.
8. Lower transportation costs to increase disposable income available for housing and increase housing options for renters and buyers alike.

Project Description:

Include a high-level summary of your project.

The Neighborhood Framework Plan consists of a:

1. Dimensioned, physical map of a specific area, in CAD or GIS, superimposed on existing public rights of way and private parcel boundaries and features (e.g., buildings, trees). The Plan describes proposed public improvements (e.g., street extensions, sidewalks, street trees, new intersections and greenways) and a "neighborhood center" consisting of a plaza, green or other common area accessible to all. The Plan will diagram utility improvements necessary to support the intensification of uses including sanitary sewer, water/fire water, stormwater, underground power and communications; new private development and redeveloped parcels (e.g., three story walk-up residence with ground floor adaptable units), and mixed use and neighborhood-appropriate commercial buildings, with parking for residential and non-residential uses.
2. An Implementation Strategy that will include an assessment of regulatory constraints and opportunities, an estimate of the magnitude of capital costs to complete the proposed public improvements; costs estimates necessary to prepare select private sites for development including demolition and clean up; and estimates of increased private property values through various development financing options.
3. Neighborhood information and engagement to gather and assess local information through interviews with key stakeholders and a neighborhood meeting. The interviews will include property owners that expressed selling or participation in development of their parcels. The Plan will be described graphically and in text for the City website.
4. The Plan will help establish the framework for Yolo County Housing's projected seven-year development.

Implementation:

Summarize plans for adoption or implementation or next steps. If the project is one component of a larger effort, such as a study that will support fee reductions, please specify how this project fits into the larger housing effort.

The plan will integrate the fragmented Armfield Neighborhood with Yolo County Housing's properties in their conversion of the HUD-financed housing on the north side of Lemen to mixed income, adding approximately 270 units. The plan, from Main Street north, will provide either a public road connection or emergency vehicle access from Armfield Ave to Lemen Ave. New Main Street frontage and access to Armfield will provide excellent mixed use opportunities if/when the railroad tracks are removed.

The Project will assist Yolo County Housing, in collaboration with the City, for their "repositioning" of the Authority's conversion from HUD's Public Housing Program to HUD's Section 8 Programs, through development of YCH's master plan in coordination with the Armfield Neighborhood planning. The YCH housing will consist of multi-story rentals and common areas. Plans will include common green space, bike and pedestrian infrastructure and improved connectivity for vehicles, with direct access to transit and daily needs. The City and YCH will engage the Armfield Neighborhood and existing residents on the YCH property to clarify our objectives and proposed strategies, and solicit feedback on resident and business needs and desires.

As long as the proposed or possible build out remains within the 2017 adopted General Plan and Environmental Parameters, the Framework Plan should require no special studies or investigations. Yolo County Transit has considered a new transit center in the area currently occupied by railroad tracks along Main Street. A demonstration project could consist of the development of one-acre parcel with two or three story walkups with a mix of one and two bedroom units, ground floor units adaptable. Ground floor shop spaces and fronts could fit into two and three story building footprints with surface parking, primarily along perimeter streets.

EXHIBIT "B"

Form Task Order

TASK ORDER NO.1 TO THE AGREEMENT
BEWEEN the City of Woodland AND Opticos Design, Inc

This Task Order No. 1 is entered into on this ____ day of ________________, 2022 ("Effective Date") by and between the City of Woodland ("Agency") and Opticos Design, Inc. ("Contractor").

WHEREAS, the Sacramento Area Council of Governments ("SACOG") and Contractor entered into a Master Professional Services Agreement on September 22, 2021 (the "Agreement"); and

WHEREAS, Agency is a member of SACOG and desires that Contractor, pursuant to the Agreement, perform certain professional services; and

WHEREAS, the Contractor now agrees to perform the following scope of services for this Task Order No. 1 pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, the parties agree to the following:

1. Scope of Services

Tasks:

Task #	*Detailed Description of Tasks / Milestones*	*Task Timeline (in months and year)*	*Deliverable(s) including delivery date*	*Total Budget*	*REAP Funding*	*Other Funds (include source)*
	Regular reporting to SACOG (this is a required task for all projects) Note that is work item is included in the below listed tasks.		1. Progress report and invoicing (quarterly) 2. Copy of Annual Progress Report submitted to HCD (annually in April) 3. Summary of potential housing units impacted by project (final deliverable upon project completion)			
	Existing conditions analysis, visioning, opportunities and constraints. Sub-tasks include:	Months 1-4	1. Participate in project kickoff meeting 2. GIS data and background information request 3. Collaborate with City staff in identifying stakeholder groups.	$17,435	$17,435	

	1.1 | Project Kickoff and Background Data Request 1.2 | Review Background Information and Site Analysis, including Assessment of Residential Market Potential, and Determining target income mix and optimum market position 1.3 Stakeholder outreach and interviews 1.4 Opportunities and Constraints Memorandum		4. Participate in 4 stakeholder interviews and provide summary meeting notes. 5. Residential Market Potential Report, Draft and Final [PDF] 6. Opportunities and Constraints Memorandum [PPT/PDF]			
	Design Alternatives and Feasibility Testing. Sub-tasks include: 2.1| Design Frameworks: Plan Alternatives (two framework plans) 2.2 | Feasibility and Implementation Support 2.3 | Working Session with City	Months 1-4	1. Participate in Working Session and Workshop 1 including preparation of materials. 2. Workshop 1 Summary Memo (presentation slides) including graphics illustrating the design framework alternatives; 3D visuals of site testing with building prototypes, assumptions, and development program, feasibility analysis or implementation strategies as needed; and workshop feedback received [PPT/PDF]	$29,790	$29,790	

	Staff: Design Alternatives 2.4 | Workshop 1: Design Alternatives					
	Prepare Neighborhood Plan. Sub-tasks include: 3.1| Plan Approach Memorandum 3.2 | Prepare Draft Neighborhood Plan 3.3 | Working Session with City Staff: Draft Plan 3.4 | Workshop 2: Draft Plan 3.5| Working Session with City Staff: Edits for Final Plan 3.6 | Prepare Final neighborhood Plan 3.7 | Public Hearings (3) 3.8 | Memorandum of Proposed Edits 3.9 | Project Closeout and File Transfer	Months 5-14	1. Plan Approach Memorandum [PDF] 2. Draft Neighborhood Plan document [PDF] 3. Workshop 3 presentation slides and summary of feedback received [PPT/PDF] 4. Attend 2 working sessions with City staff 5. Final Neighborhood Plan document [PDF] 6. Attend 3 public hearings including preparing presentation materials and answering questions 7. Memorandum of final edits responding to feedback from public hearings 8. Project native files [Adobe Indesign format] and 1-hour Indesign template training session	$75,540	$75,540	
	Project Management Project management, Coordination, Invoicing	Months 1-14	1. Coordination calls on a bi-monthly basis (every two weeks) 2. Monthly invoicing and project progress memo	$15,352	$15,352	

	Subcontractor 1: Laugenour and Meikle Roadway, lotting and utility analysis of proposed design alternatives based on record data.	Months 1-14	1. Review record information and prepare preliminary lotting based on plan. 2. Review existing sewer, storm drain and water utility capacity, prepare preliminary utility layouts and analyze local utility availability and potential deficiencies.	$24,640	$24,640	
	Subcontractor 2: Volk Zimmerman Associates Analysis of residential market potential for mixed-income housing in the Armfield neighborhood.	Months 1-4	Residential Market Analysis Report consisting of: 1. Target market analysis for housing within the study area to determine market potential. 2. Determine current context (supply side data) for rental and for-sale housing. 3. Determine target income mix and optimum market position for the study area.	$25,250	$25,250	
	Subcontractor 3: Toole Design Multimodal transportation, review and advising on Transit Center location and design.	Months 1-14	1. Multimodal network layouts for the proposed plan alternatives. 2. Implementation and/or phasing recommendations. 3. Review Transit Center location and design.	$25,000	$25,000	
	Subcontractor 4: Lisa Wise Consulting Support with financial feasibility analysis as needed to vet proposed design alternatives, and implementation strategies for the Plan.	Months 1-4	1. Financial feasibility analysis for proposed design alternatives (developers' side static proforma). 2. Implementation strategies memo.	$15,000	$15,000	
	Contingency			$6,743	$6,743	
	GRAND TOTAL			**$234,750**	$234,750	

2. Fee

All work shall be performed by Contractor shall be at the rates established in Exhibit A-1 to the Agreement, the Master Agreement Fee Schedule. The total amount to be paid to the Contractor shall not exceed Two Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars ($234,750.00) unless expressly authorized in writing by the Agency and SACOG's Executive Director.

3. This Task Order No.1 is subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Agency and Contractor have entered into this Task Order No.1 as of the Effective Date.

City of Woodland

____

Ken Hiatt
City Manager

Opticos Design, Inc

____

Karen Parolek
Principal and CFO

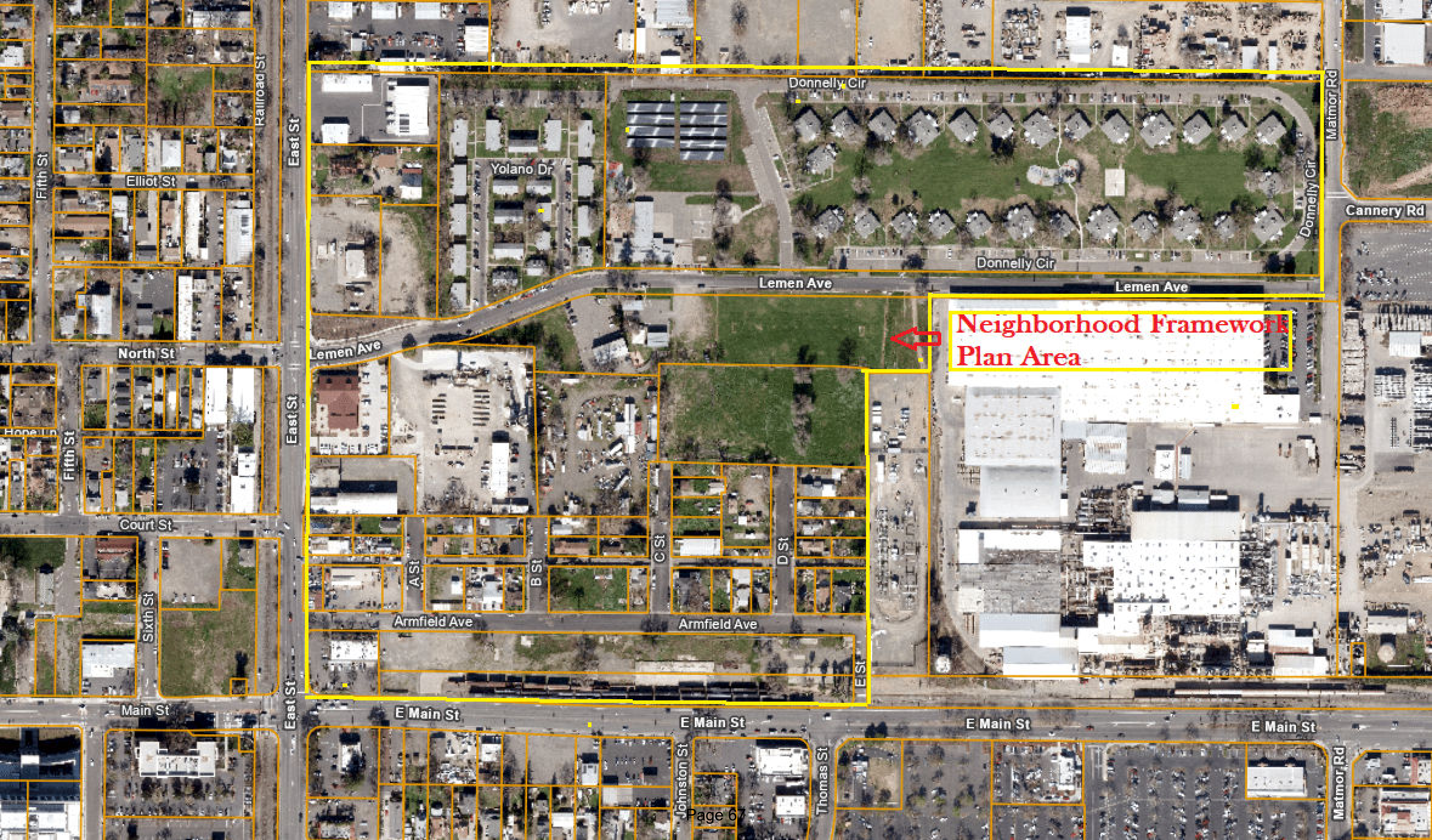
APPROVED BY:

____

Greg Chew, SACOG Project Manager

Signature:

Email: jmason@sacog.org


Neighborhood Framework Plan Area
Donnelly Cir
Yolano Dr
Lemen Ave
Matmor Rd
Cannery Rd
Railroad St
East St
Fifth St
Elliot St
North St
Hope Ln
Court St
Sixth St
Main St
E Main St
A St
B St
C St
D St
E St
Armfield Ave
Johnston St
Thomas St

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 1, 2022
ITEM #: H.9
SUBJECT: Master Equity Lease, Consignment Auction and Customer Sale Agreements for multiple vehicles with Enterprise Fleet Management

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to enter into agreements with Enterprise Fleet Management, subject to minor revisions approved by the City Manager and City Attorney to conform to applicable law and City interests, authorizing the procurement and disposal of City vehicles.

Staff Contact
Joey Gines, Infrastructure Administrator, (530) 661-5904, joey.gines@cityofwoodland.org

Fiscal Impact
Utilizing the Enterprise Fleet Management program is expected to save the City money by reducing the maintenance and operational costs of the City's fleet through increased fuel efficiency and greater reliance on warranty repairs. The program also reduces the annual capital cost per vehicle by selling units earlier and capturing more residual value for each vehicle.

Background
Historically, the City of Woodland has made cash purchases for the majority of its light-duty vehicles. Procurement requirements are satisfied by publically bidding for the vehicles and/or using government-pricing services such as Sourcewell. Vehicles are funded through annual contributions made by various City funds and programs and collected in a centralized internal replacement fund. Funds are also collected through the annual budget for vehicle repairs, ongoing maintenance and fuel purchases; these costs are determined based on previous fiscal year actual costs.

The City plans for and maintains a long-term replacement schedule for all of the fleet, and vehicles are replaced based on age, mileage and repair history. Generally, this is a 10-year cycle for light duty vehicles. Vehicles that have been replaced and removed from services are auctioned off, in accordance to government code. Proceeds received from auctions are used toward future purchases of replacement vehicles.

Public Works staff examined the current process to determine if reducing the City's term of ownership for vehicles through an earlier replacement program would be financially advantageous. Repair and maintenance costs increase with vehicle age and mileage. Older vehicles require more staff time and materials annually, and the residual value of these vehicles declines rapidly with increased age. In summary, a vehicle becomes less valuable for sale and more expensive to maintain and operate the longer the city owns it.

Enterprise Fleet management provides an established alternative to Woodland's practice of vehicle acquisition, ownership and retention. They have a history of providing Fleet Management services for many municipalities. The staff were considering revising City practices when Enterprise approached City finance staff and provided metrics showing a significant cost reduction for Woodland's fleet.

Finance and Public Works fleet staff verified that Enterprise's program approach and expected savings would be applicable in Woodland. There are many qualitative aspects to this type of analysis, and the city's Fleet department has endeavored to determine if this approach would be successful in Woodland.

In addition to internal analysis, PW staff reached out to current Enterprise Fleet Management customers and found that their experience was overall positive and provided benefits in a variety of areas. All respondents have achieved economic savings, but most added that they received unanticipated advantages from the improved vehicle fuel economy and safety features associated with having a newer fleet. In addition to these advantages, these municipalities cited shorter delivery times, wide selection and reduction in the staff time required.

Discussion

After reviewing the program, the PW department is recommending that the City initiate this program with eight public safety vehicles. Staff selected these vehicles because they are the most critical purchases of the fiscal year. Council approved the purchase of six Interceptors last year and, although they were procured and a contract awarded, the dealership was unable to obtain the vehicles and the contract was voided.

Enterprise's ability to obtain vehicles is one advantage of working with them. Their purchasing volume greatly reduces lead-time and eliminates demands on staff from procurement. Informal inquires by staff estimate a ten-month delivery using conventional procurement. Enterprise Fleet Services estimates the vehicles will be delivered to the up-fitter (for addition of specialized equipment) in six months. Enterprise delivery of the vehicles directly to the vendor that provides the up-fit also saves city staff time.

The attached agreements do not obligate the City to purchase all vehicles through Enterprise. Specialty vehicles like Vaccons and crane trucks will continue to be purchased using established procedures. Staff recommends this initial purchase of Police Interceptors because they are overdue. Additional light duty vehicles slated for replacement this year may also be purchased through Enterprise after the approval of these agreements.

Maximizing a vehicle's residual value is a significant advantage of working with Enterprise. Currently, city vehicles are auctioned under contract with a 6% fee on the proceeds, in addition to charges for transportation and advertising. Enterprise will sell City vehicles on their lots for a flat $400 fee. The City receives the proceeds of the sale less the value of the vehicle not depreciated during the lease. Using the example of Police Interceptors, the last Interceptor SUV, a Chevy Tahoe Interceptor, netted $3,760 for the City. The Interceptors that Woodland is purchasing under this agreement are currently selling for about $15,000. At that price, the City would net $12,767, which could then be applied to the purchase of a new vehicle.

The greatest savings from using this approach comes from fleet maintenance and repair. The frequency and cost of repair increases with the age of the vehicle. An analysis of the vehicles being replaced shows that the annual maintenance and repair increased from $3,500 to almost $8,000 per vehicle. The City can potentially save that cost if a vehicle is under warranty for the duration of City ownership, then sold before expensive repairs are needed. In addition to reduced maintenance cost, the Eco-Boost engine in the interceptors is designed to use 15% less fuel and reduce greenhouse emissions while providing increased performance over existing models. Based on historic Interceptor fuel usage, this would provide a savings of $600-$1,200 per year per vehicle.

In summary, this program will benefit the City by reducing the cost of maintenance, reducing the operational cost, and recouping more value at the time of sale. Currently, obtaining new vehicles is uncertain due to supply line interruptions and Enterprise provides a more reliable option due to their purchasing power. The company has over 600,000 vehicles in their rental fleet and 135,000 in fleet services.

Entering into these agreements with Enterprise provides an option for vehicle purchase, ownership and disposal that reduces cost and provides more return on investment. Working with Enterprise will reduce workload in the shop and streamline the procuring and disposing of vehicles. Finally, because of Enterprise's buying power, Woodland's Fleet is able to obtain scarce vehicles with a reduced delivery time for the City's various divisions.

Conclusion

Staff recommends that the City Council adopt Resolution No. _____ authorizing the City Manager to enter into agreements with Enterprise Fleet Management, subject to minor revisions approved by the City Manager and City Attorney to conform to applicable law and City interests, authorizing the procurement and disposal of City vehicles

Prepared by: Joey Gines, Infrastructure Administrator

Reviewed by: Craig Locke, Public Works Director

Ken Hiatt
City Manager

Attachments:
1. Enterprise Resolution
2. Assignment Agreement to Sell FM Customer Vehicles
3. Consignment Auction Agreement for Sale of Customer Owned Vehicles
4. Master Equity Lease Agreement - Government

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZE THE CITY MANAGER TO ENTER INTO A MASTER EQUITY LEASE, CONSIGNMENT AUCTION AND CUSTOMER SALE AGREEMENTS FOR MULTIPLE VEHICLES WITH ENTERPRISE FLEET MANAGEMENT

WHEREAS, vehicle maintenance and repair costs are extremely low during the first years of ownership and tend to increase as a vehicle ages; and

WHEREAS, innovations in vehicle design have resulted in newer vehicles being more fuel efficient and therefore less expensive to operate; and

WHEREAS, innovations in engine design have resulted cleaner running vehicles which emit fewer pollutants and are better for the environment; and

WHEREAS, significant vehicle maintenance savings can be obtained by reducing the term of ownership of the City's fleet; and

WHEREAS, the residual value of a newer vehicle is much higher than that of an older model and vehicles sold on lots tend to bring higher prices than those sold at auction; and

WHEREAS, Enterprise Fleet Management provides a program for the purchase and sale of vehicles for municipalities which combines all the advantages of shorted ownership term with more streamlined procurement and more efficient sale at end of term; and

WHEREAS, the annual cost per vehicle of the Enterprise program is almost the same as the annual cost departments set aside for purchasing new vehicles at the end of the vehicle life.

NOW, THEREFORE, BE IT RESOLVED

SECTION 1. The above recitals are true and correct and adopted herein by this reference.

SECTION 2. That the City Council hereby approves and adopts the City Manager's determination that entering into the attached agreements with Enterprise Fleet Management is in the best interests of the City and approves using their services to procure and sell City vehicles.

SECTION 3. That the City Council hereby authorizes the City Manager to execute the attached agreements.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of February, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Mayra Vega, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and ____________________________________ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of ______________, __________ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $___________ or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date Signed: __________________, __________

"CUSTOMER"

Signature: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date Signed: __________________, __________

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

ENTERPRISE FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and ________________________________ (hereinafter referred to as "CUSTOMER") on this _____ day of _____________, ____________ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of ____.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $________ ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"		"CUSTOMER"	
Signature:	______________________	Signature:	______________________
Printed Name:	______________________	Printed Name:	______________________
Title:	______________________	Title:	______________________
Date Signed:	______________, ________	Date Signed:	______________, ________

enterprise

FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _______ day of _________________, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM________ Customer________

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM________ Customer________

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM________ Customer________

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: ______________________________

Signature: ______________________________

By: ______________________________

Title: ______________________________

Address: ______________________________

____

____

Date Signed: ____________________, __________

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: ______________________________

By: ______________________________

Title: ______________________________

Address: ______________________________

____

____

Date Signed: ____________________, __________

Initials: EFM________ Customer________

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 1, 2022
ITEM #: I.10
SUBJECT: Microtransit Update

Recommendation for Action: Staff recommends that the City Council receive an update on efforts to bring Microtransit to Woodland.

Staff Contact:
Spencer Bowen, Communications Manager & Policy Analyst | spencer.bowen@cityofwoodland.org

Fiscal Impact:
There is no anticipated fiscal impact related to the implementation of microtransit in Woodland. Existing resources are expected to be reallocated to accommodate any revised transportation options.

Report in Brief:
Over the past six months, the City of Woodland has worked closely with the Yolo County Transportation District (YCTD) to bring on demand point-to-point public transportation to Woodland. This effort supports the City's Climate Action Plan and multiple points in the City Council's priority goals. Woodland will be the Yolo County community that benefits most from this new resource and has been actively engaged with YCTD since summer 2021. With input from the City, YCTD is currently finalizing a Request for Proposals (RFP) for microtransit operators and anticipates launching this service in calendar year 2022.

Background:
This project represents an expansion of YCTD's microtransit offerings in concert with changes to Yolobus fixed route services. This effort dovetails with YCTD's general multimodal emphasis, which intends to complement multi-city fixed route hubs with alternate modes (like microtransit) and the development of intercity bicycle / pedestrian trails.

YCTD currently operates limited microtransit service in Knights Landing and Winters/El Rio Villa. The service is branded as the Yolo Urban-Rural Ride (YOUR Ride) because it is intended to help connect those communities to larger, more urban neighboring communities.

Discussion:
Over the summer, YCTD and City staff engaged in extensive discussions about microtransit. Microtransit is still relatively new to the United States; point-to-point on-demand public transportation has only entered the mainstream in the last four to five years. Staff connected with peer agencies, policy experts, and technologists to learn about how other municipalities have deployed microtransit.

In collaboration with City staff, YCTD then issued a broad Request for Information (RFI) to better understand the services offered by various firms. We received nine responses to this RFI and connected with each respondent for presentations that included demonstrations and conversations about what various actors do and do not offer. This process proved enormously beneficial as YCTD and the City began to shape what an RFP might look like.

YCTD and the City then reconvened and outlined the key points to include in an RFP. Among other points, the central service YCTD and the City plan to secure with this RFP is a microtransit technology platform that can be used to reserve, route, dispatch, and pay for microtransit trips in all of YCTD's microtransit service areas.

YCTD plans to provide all vehicles and drivers needed for the microtransit service, either directly or through its existing third-party contracts.

Conclusion:
Staff recommends that the City Council receive an update on efforts to bring Microtransit to Woodland.

Prepared by: Spencer Bowen, Communications Manager & Policy Analyst

Ken Hiatt
City Manager

Attachments:
1. Draft YCTD Microtransit RFP for Council 02.01.22

Note for Woodland City Council Meeting February 1, 2022:

What follows is a draft version of a forthcoming Request for Proposals. This document is not final or official. Staff is attaching it to give Council an idea of what will be included in this document and the general direction the RFP will take.

Please send any feedback, questions, or concerns to Communications Manager and Policy Analyst Spencer Bowen.

Request for Proposals (RFP) # 22-01

For

Yolo County Transportation District (YCTD)

Microtransit Technology Platform

January XX, 2022

Submission Deadline:

March 15, 2022 at 4:00 PM Pacific Time

Contents

1. Request for Proposal

1.1 Invitation

The Yolo County Transportation District (hereinafter "YCTD") is seeking proposals from responsible firms for **YCTD RFP #22-01, Microtransit Technology Platform**.

1.2 Procurement Schedule

Schedule

The procurement process schedule is as follows:

Issue date of RFP	February 15, 2022
Pre-Proposal Conference (via Zoom webinar)	February 22, 2022
Deadline for Questions	March 1, 2022
Submission Deadline	March 15, 2022 at 4:00 PM Pacific Time

This schedule is tentative and may be changed by YCTD at any time.

Inquiry and Questions

Effective immediately upon release of the Request for Proposal (RFP) and until notice of contract award, all official communications from proposers regarding the requirements of this RFP shall be directed to Kristen Mazur, Senior Planner at kmazur@yctd.org.

Pre-Proposal Conference

A pre-proposal conference will be held via Zoom webinar at [insert time] on February 22, 2022. Firms wishing to participate may request more information by sending an email to kmazur@yctd.org no later than 5:00 PM February 21, 2022. Firms that RSVP via email prior to the deadline will receive dial-in information. All prospective proposers are encouraged to attend.

1.3 Organization of Proposal Materials

To enhance the comparability and facilitate evaluation, all proposal responses must be organized as follows:

1. Table of Contents
2. Cover Letter
3. Technical Proposal - Please see Section 4 Technical Proposal Requirements for a detailed description of what should be included in each of the following sections:
   A. Technical approach and functionality
   B. References/past performance
   C. Service and Deployment plan
4. Attachment A - Price Proposal
5. Attachment B - Submission Form

1.4 Proposal Submissions

Proposals are to be submitted electronically via email to Kristen Mazur, Senior Planner at kmazur@yctd.org before the submission deadline. The YCTD email system does not accept attachments larger than 10 MB. If your proposal is near this size or greater, please mail two USB drives containing your proposal to:

Microtransit Technology Platform RFP #22-01
Yolo County Transportation District
Attn: Kristen Mazur, Senior Planner
350 Industrial Way
Woodland, CA 95776

USB drives must be received before the submission deadline.

1.5 Amendment and/or Postponement

YCTD reserves the right to postpone, for its own convenience, the deadline for submitting proposals. Further, YCTD resesrves the right to unilaterally revise or amend the scope of work up to the time set for submitting proposals. Such revisions and amendments, if any, shall be announced by addenda to this solicitation. Copies of such addenda shall be furnished to all prospective proposers and a copy will be posted on YCTD's website. The deadline for submitting proposals shall be at least five (5) working days after the last addendum and the addendum shall include an announcement of the new date, if applicable, for submitting proposals. Proposers are requested to acknowledge receipt of all addendums as part of the technical proposal. Failure to acknowledge an addendum will not automatically disqualify a proposer, but failure to address any changes in the proposal may lead to a lower score than would otherwise be the case. Any Proposer whose proposal has already been submitted to YCTD when the decision to postpone is made will be afforded the opportunity to revise or withdraw their proposal.

1.6 Acceptance Period

Proposals shall remain valid for a period of sixty (60) calendar days from the date of submission. If a Best and Final Offer has been requested of the Offeror/Proposer, the Proposal shall remain valid for a period of up to sixty (60) additional days from the date of submission of the Best and Final Offer.

1.7 Evaluation and Selection Process

Responsiveness

In order for a Proposer to be eligible to be awarded the Contract, the Proposal must be responsive to the RFP, and YCTD must be able to determine that the proposer is responsible to perform the Contract satisfactorily. Responsive Proposals are those complying in all material aspects of the solicitation. A Proposer may, at any time after the submission of the Proposal, be requested to submit further written evidence verifying that the firm(s) meets the criteria necessary to be determined a responsible Proposer. Refusal to provide requested information may result in the Proposer being declared nonresponsive, and the Proposal may be rejected.

Proposers are expected to agree with the terms contained or referenced herein. Proposers should therefore not make any changes to these terms, nor restate any provisions in their Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to the RFP. YCTD is under no obligation to entertain or accept any such specific exceptions.

YCTD will accept proposals that offer exceptions to YCTD's general terms and conditions. YCTD may negotiate such exceptions with Proposers that fall within the overall competitive range. Should YCTD and a proposer fail to come to acceptable terms, that proposer shall be eliminated from consideration for contract award.

YCTD will appoint an Evaluation Committee to evaluate all proposals submitted for this project. To be acceptable, proposals shall not be more than XX pages single-sided or XX pages double-sided with both using twelve (12) point or greater font size. The total pages does not include the table of contents, cover letter, price proposal or required forms.

1.8 Evaluation and Selection Criteria

Initial Evaluation

All proposals will be initially evaluated and ranked by the Evaluation Committed based on the weighted evaluation criteria in Table 1.

Evaluation Form

Each member of the Evaluation Committee shall complete an evaluation form for each proposal submitted. The final rating for each proposal shall be based on the average of the total score compiled by members of the Evaluation Committee.

Table 1. Evaluation Criteria

Criteria	Weight
Technical Proposal	
A. Technical approach and functionality For each of YCTD's seven (7) microtransit goals, the proposal clearly explains the firm's technical approach and how the technology platform can help YCTD achieve its goals.	60 points
B. References/past performance The proposal demonstrates that the firm has a track record of successfully managing real time bookings and on-demand routing. The proposal demonstrates that the firms' technology can be used to implement microtransit service that is productive (as measured by passengers per hour) and cost effective (as measured by costs per hour).	15 points
C. Service and Deployment Plan The proposal demonstrates that the firm has the ability to help clients plan for and configure microtransit services and has successfully done so in the past. The proposal also demonstrates that the firm has the capability and experience to support training, marketing and deployment of the microtransit technology platform.	10 points
Price Proposal	
Price Proposal	15 points
Total	100 points

Further Discussions/Clarification

After determining which of the proposals are within the competitive range, the Committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate and in the best interest of YCTD or whether negotiation should be conducted with all proposers within the competitive range. If the Committee determines it is in the best interest of YCTD to enter into negotiations with the proposers in the competitive range, the committee may submit, only to the proposers in the competitive range, questions regarding their proposals which it feels are appropriate for discussion or which need additional clarification. Proposers shall be prepared to respond, in writing, to all questions within the time frame provided by the Evaluation Committee. If deemed necessary by the Committee, oral interviews and discussions with the proposers may be required.

Re-Evaluation (if necessary)

When discussions (if conducted) have been completed, the technical proposals from the proposers in the competitive range shall be re-evaluated and ranked on the basis of documented changes and modifications to the proposals. All changes or modifications to the proposal must be documented in writing to be considered in the re-evaluation.

1.9 Interviews, Discussions, and Negotiations

Interviews

The committee will determine whether acceptance of the most favorable initial proposal without discussion is appropriate, or whether interviews and/or discussions should be conducted with all Proposers within the competitive range. Interviews may include a demonstration of the proposer’s technology platform, including a demonstration of how the platform is used by various parties (customers, drivers, reservationists/dispatchers, customer service representatives, YCTD staff evaluating performance metrics)

Negotiations

The committee or designated members of the committee may negotiate with each Proposer whose proposal falls within the overall competitive range. Each Proposer remaining within the overall competitive range at the close of negotiations may be allowed to submit a "Best and Final Offer."

Best and Final Offer

The best and final offer will contain all information and documents necessary to state the Proposer's entire proposal without reference to the original proposal or to any supplements that may have been submitted during negotiations. All Proposers that submit best and final offers will be evaluated by the committee, or designated committee members, based upon those best and final offers.

Contract Award

Award will be made to the responsible firm whose proposal is most advantageous to YCTD.

1.10 General Terms and Conditions

Contract

YCTDs Standard Contract for Services is included as Attachment C.

Any contract resulting from this RFP may be subject to a financial assistance contract/agreement between YCTD and the California Department of Transportation (Caltrans), and between YCTD and the

U.S. Department of Transportation, Federal Transit Administration (FTA). The contract shall be governed by all applicable state and federal regulations.

Submission of a proposal constitutes an offer to perform the work specified and to be bound by the terms contained in this RFP. Upon acceptance of the offer, and upon award of the contract to the successful proposer (if any), this procurement solicitation document, together with the completed and executed forms required herein, and all attachments hereto, together with the contract shall collectively constitute the contract documents. The contract shall be a firm, fixed-price contract. Proposer warrants that employees who participate in this project will be compensated in accordance with the law.

Contract Term

Any contract arising from this solicitation will be for a term of two (2) years. Three (3) additional one-year contract extensions to the original contract are available by mutual agreement of the parties.

2. Introduction and Background

2.1 Purpose and Scope of Work

YCTD currently operates microtransit service in two rural communities, Knights Landing and Winters/El Rio Villa. In 2022, YCTD is planning to expand its microtransit offerings to the City of Woodland, a city with a population of approximately 60,000 and a size of approximately 15 square miles. While there are not plans for YCTD to operate microtransit in any additional service areas or microtransit zones at this time, YCTD is seeking proposals that are scalable if YCTD decides to further expand into additional service areas within the contract period.

With this Request for Proposals (RFP), YCTD seeks to secure the following:

- A microtransit technology platform that can be used to reserve, route, dispatch, and pay for microtransit trips in *all* of YCTD's microtransit service areas (Knights Landing, Winters/El Rio Villa, Woodland, potential additional areas in the future).
- A final service and deployment plan for each zone
- Technical support for the platform

Optional tasks that YCTD may choose to exercise at its discretion during the contract period include:

- Technical planning assistance to help YCTD plan microtransit services in the City of Woodland expansion area, including assistance to help YCTD and the City of Woodland make policy decisions regarding the number of vehicles, the service area boundaries, hours of operation, fares, etc. Some proposers may include technical planning assistance within the price of the technology platform itself and/or the service/deployment planning task. Some proposers may consider this an optional task that involves additional effort and may therefore charge an additional cost for this service. If the proposal identifies technical planning assistance as a separate scope and cost, YCTD may or may not choose to exercise that option.
- Represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtransit service in third-party trip planning applications
- Represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification

- Integrate YCTD's existing mobile fare payments system (Bytemark) into the microtransit technology platform

YCTD will provide all vehicles and drivers needed for the microtransit service, either directly or through its existing third-party operations and maintenance contract with Transdev.

2.2 YCTD Overview

YCTD is the Consolidated Transportation Services Agency (CTSA) and the Congestion Management Agency (CMA) for Yolo County. The agency's mission is to provide alternative transportation to the general public and transit dependent individuals in the County.

YCTD is most known today as the operator of Yolobus, fixed route bus service that serves Woodland, West Sacramento, Davis, Capay Valley, the Sacramento International Airport and downtown Sacramento. The agency also provides Paratransit service for residents within its fixed route service area to comply with the Americans with Disabilities Act (ADA) and limited microtransit service in the rural communities of Knights Landing and Winters (see details under "Existing YCTD microtransit services"). All of these transit services are provided under contract with Transdev.

Going forward, YCTD plans to have a stronger multimodal emphasis, and intends to complement multi-city fixed route hubs with microtransit and the development of intercity bicycle/pedestrian trails.

2.3 City of Woodland Overview

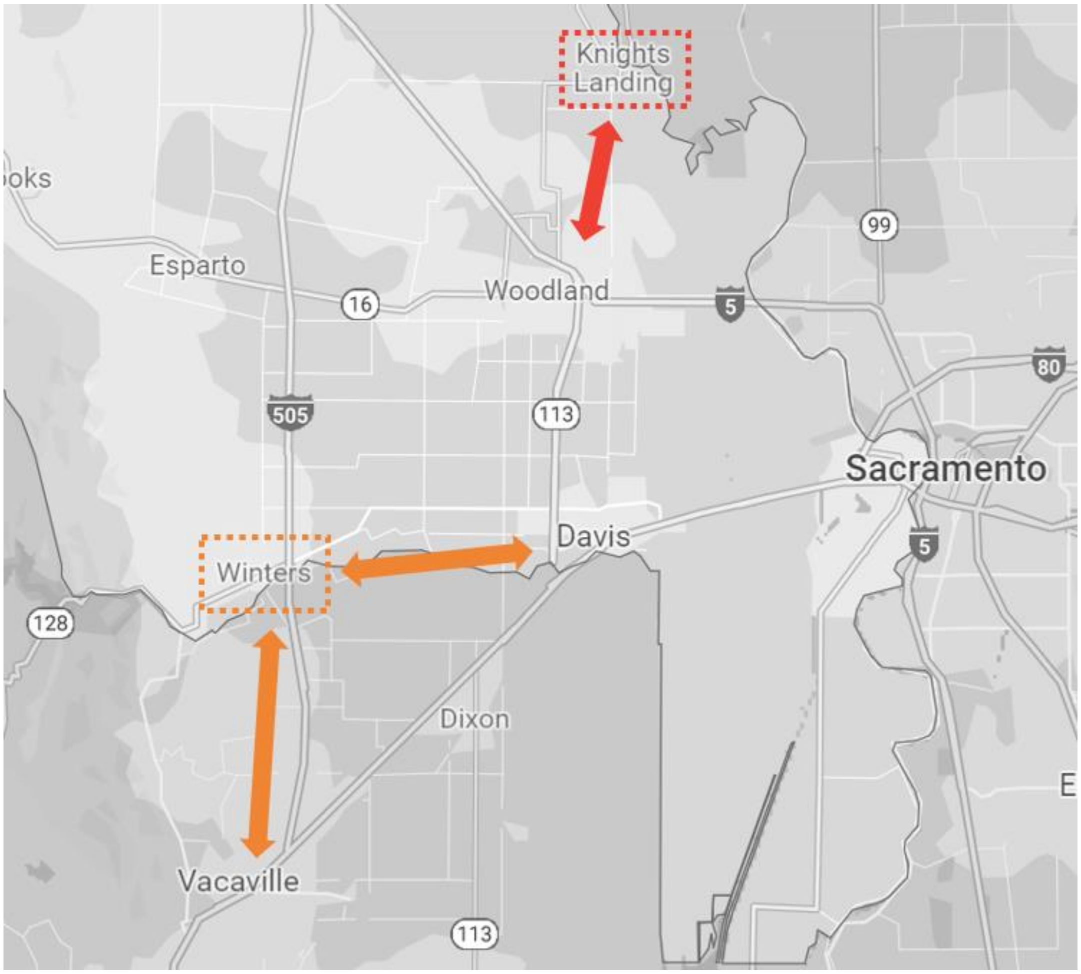
Woodland has a population of approximately 60,000 and is the County seat of Yolo County. Woodland is located 20 miles northwest of Sacramento at the intersection of Interstate 5 and State Route 113. To the south is the City of Davis, with its University of California campus. The Sacramento International Airport is eight miles to the east.

Woodland has a strong historic heritage, which is reflected in an impressive stock of historic buildings in its downtown area and surrounding neighborhoods. The agricultural setting is largely responsible for the community's distinct identity and plays an important economic role in Woodland. Due to its proximity to major transportation nodes, Woodland has also become increasingly important as a manufacturing and distribution center.

2.4 Existing YCTD microtransit services

YCTD currently operates microtransit service in two of the rural communities in its service area. The service is branded as the Yolo Urban-Rural Ride (YOUR Ride) service because it is intended to help connect those communities to the larger, more urban neighboring communities. The two service areas are:

(1) **Knights Landing** – serves trips *within* the Knights Landing community in unincorporated Yolo County, or trips *between* Knights Landing and the neighboring City of Woodland. Operates Monday through Friday and Sundays from 8:30 am to 5:30 pm.
(2) **Winters/El Rio Villa** – serves trips *within* Winters and El Rio Villa or *between* Winters/El Rio Villa and the neighboring Cities of Davis or Vacaville. Operates Monday through Saturday from 8:30 am to 4:30 pm.



The Knights Landing YOUR Ride service was originally launched as a pilot program in August 2019 with the support of grant funding from the Sacramento Area Council of Governments (SACOG) Civic Lab grant program. The goal of the grant-funded pilot was to explore how to connect rural communities to their small urban neighbors in a cost-effective, efficient, and community-supported manner. YCTD worked with SACOG to secure the TripShot technology platform for the microtransit service.

In March 2020, the COVID-19 pandemic significantly disrupted YCTD and Yolobus services, as well as mobility throughout the region. In response to stay-at-home orders and reduced transit ridership, YCTD temporarily reduced some of its Yolobus fixed route bus services, including temporarily discontinuing the Route 216 that served Knights Landing, as well as Routes 220 and 220C that served Winters and El Rio Villa. To replace Routes 220/220C, YOUR Ride service (and the eligibility of the associated SACOG grant funding) was expanded to add a service area covering Winters/El Rio Villa.

2.5 Microtransit service recommendations in YCTD's 2021 Comprehensive Operational Analysis ("YoloGo Study")

YCTD recently completed a multi-year study to determine how Yolobus transit services can better serve the community. The YoloGo study included the following microtransit-related recommendations:

- Permanently discontinue Knights Landing Route 216 (and permanently replace it with Knights Landing YOUR Ride service)

- Permanently discontinue Winters Route 220 (and permanently replace it with Winters/El Rio Villa YOUR Ride service)
- Permanently discontinue local Woodland Routes 210 and 214 and replace it with Woodland microtransit service. In coordination with this effort, restructure local Woodland Routes 211 and 212.

Table 2 from the YoloGo Study shows the relative productivity of the Woodland, Winters and Knights Landing routes in 2019 compared to Yolobus' other local/regular routes.

Table 2. Yolobus Boardings per Revenue/Vehicle Hour in 2019 for Local/Regular Routes by Route and Day of Week

Route	Weekday			Saturday			Sunday		
	B/RH	B/VH	rank	B/RH	B/VH	#routes	B/RH	B/VH	#routes
35	7.96	6.4	10/11	2.2	1.9	9	*1.5	*1.3	8
40	10.6	9.3	6	7.4	6.3	6	*5.4	*4.9	5/4
41	12.3	10.7	5	--	--	--	--	--	--
42A	14.9	13.7	2	11.7	10.3	4	*6.9	*6.3	3
42B	13.9	12.9	3	12.3	10.8	3	*7.3	*6.6	2
Woodland 210	8.7	8.6	8	--	--	--	--	--	--
Woodland 211	9.0	8.9	7	8.5	8.4	5	*4.2	*4.2	7
Woodland 212	8.02	7.9	9	4.0	3.9	8	*4.3	*4.2	6
Woodland 214	7.2	7.1	11/10	--	--	--	--	--	--
215	17.6	16.2	1	*20.8	*19.0	1	*13.2	*12.2	1
Knights Landing 216	2.2	2.2	13	--	--	--	--	--	--
217	*0.9	0.9	14	--	--	--	--	--	--
Winters 220	4.4	4.1	12	*6.7	*5.3	7	--	--	--
240	13.2	11.0	4	14.2	12.3	2	*6.1	*.46	4/5
Total Local Routes	**12.1**	**11.1**	--	**12.0**	**10.7**	--	**7.6**	**6.9**	--

Source: Ridecheck Data, May 2019
* Source is farebox counts, May 2019
Note: Route 216 operates three days per week; Route 217 operates two days a week.

= YoloGo Study recommended discontinuing route and replacing with microtransit

= YoloGo Study recommended restructuring route to coordinate with/complement new microtransit service

As YCTD's microtransit services transition from being small, discrete, grant-funded pilot projects to a large component of our overall service offerings, YCTD has decided to conduct a procurement to secure the technology tools needed to enhance and expand the service going forward.

2.6 YCTD Districtwide Microtransit Goals

In January 2022, the YCTD Board adopted a districtwide microtransit goals, which are included in Attachment D for reference. The districtwide microtransit goals were used to develop this RFP and, in the Technical Proposal, proposers will be asked to provide detail on how their technology and approach supports the goals.

3. Definitions

Microtransit: An app-enabled, shared ride, on-demand transportation service with the following characteristics:

- Allows riders to request trips on demand, rather than hours or days beforehand (although advance reservations may be possible)
- Allows for electronic payment through the proposed trip request platform
- Provides the ability for users to manage personal information, payment method, and ride history, and to request rides (and possibly provide feedback on the service)
- Provides real-time information related to vehicle location before and during the trip
- Could be curb-to-curb service (a vehicle will arrive at the trip origin and end at the requested destination, within the right of way) or a stop-to-stop service (customers may be directed to pick-up locations and drop-off locations within a reasonable walking distance of origins and destinations)

Mobility as a Service (MaaS): An app or digital platform that enables users to plan (and in some cases book and pay for) for multiple types of mobility services (e.g., microtransit services, fixed route bus or rail services, transportation network company services, bikeshare/scootershare).

4. Technical Proposal Requirements

A. Technical approach and functionality

At its January 2022 Board meeting, YCTD adopted Districtwide Microtransit Goals. For each of the YCTD-adopted microtransit goals listed below, please describe how your firm's technical approach and the functionality of your technology platform can help meet the goal.

Goal #1: Improve overall mobility by filling gaps in service and complementing other transportation options.

Describe how your technology platform can help YCTD achieve Goal #1. Specifically, it is anticipated that each of YCTD's microtransit zones will have unique transportation gaps that the microtransit service is aiming to fill. Please include a description of whether and how the parameters in the technology platform (e.g., hours of service, service area boundaries, wait time, maximum detour time, fares) can be configured or customized for each zone to best meet the unique needs of that area, including but not limited to the following potential use cases:

- Connecting rural communities to nearby urban areas
- Local intracity trips that are not well served by fixed route service
- First/last mile connections to high-capacity transit

Goal #2: Easy for the public to discover or "stumble upon"

Describe how your technology platform can help YCTD achieve Goal #2. Please include a discussion of whether your firm has experience in the following areas:

- Helping clients develop and implement service and deployment plans that encourage high uptake and usage of the microtransit service.
- Facilitating the discoverability and usability of the service in third-party trip planning applications
    - For service data, proven and demonstrable experience representing microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtansit service in third-party trip planning applications (e.g., TransitApp)
    - For booking data, proven and demonstrable experience working with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification
- Advising clients on how to brand the microtransit service in a way that highlights community identity

Goal #3: Easy for all to use

Describe how your technology platform can help YCTD achieve Goal #3. Please include a discussion of whether and how your technology platform has or supports the following service characteristics:

- A variety of fare payment methods are accepted, including cash
- Reservations can be made by telephone for those customers who do not have or cannot use a smartphone
- Service can be booked and paid in advance on by someone else (e.g., parents and caregivers)
- Service can reliably accommodate the needs of diverse users, especially seniors, youth, families with young children, and those who requires a wheelchair accessible vehicle
- Service emphasizes the quality of the ride and the enhanced user experience
- On the front end: Customer-facing user interface is intuitive and easy to use
- On the back end: Driver-facing user interface is intuitive and easy to use
- On the back end: YCTD and its operations contractor staff (dispatchers/reservationists/customer service representatives) can manage trips and monitor performance using an intuitive web-based user interface

Goal #4: Reliable

Describe how your technology platform can help YCTD achieve Goal #4. Please include a description of whether and how your technology platform supports the following service characteristics:

- Wait times are reasonable and consistent
- Travel times are reasonable

Goal #5: Safe

YCTD will be providing the drivers and vehicles for the microtransit service to ensure that all FTA safety-related vehicle and driver requirements are met, including driver training, driver drug and alcohol testing, and vehicle maintenance. However, your firm’s technology platform may have additional features or characteristics intended to address and enhance customer safety. If so, please describe how your technology platform can help YCTD achieve Goal #5.

Goal #6: Environmentally sustainable

Describe how your technology platform can help YCTD achieve Goal #6. Please include a description of how your technology platform maximizes shared rides.

Goal #7: Cost efficient and effective

Describe how your technology platform can help YCTD achieve Goal #7. Please include the following:

- A description of how your technology platform supports the efficient use of resources such as drivers and vehicles.
- A description of whether and how your technology platform has been used to deliver cost efficient and productive microtransit services for other clients
- A description of the data that YCTD will have access to in order to effectively evaluate the microtransit service. YCTD's preference is to have full access to all of the data related to its microtransit service so that the data can be analyzed internally at YCTD as needed without needing to request specific reports or analysis from the vendor. If your firm does not give clients full access to the data related to their services, please provide details about the data you provide, how it is provided to the client (e.g., is it provided in raw data format or only in aggregated dashboards or reports?), and how it satisfies YCTD's desire to effectively evaluate the service.

B. References/past performance

Describe your firm's track record of successfully managing real time bookings and on-demand routing. Please include 3-5 references/case studies where you have provided a microtransit technology platform for a client. To the maximum extent possible, please select case studies that are relevant to YCTD due to a similar geography, a similar use case, a similar client type (public transit agency operating its own vehicles with its own drivers), etc.

Each reference/case study must include the following details:

- **Client contact info**
  - Agency/Organization
  - Location (City, State)
  - Contact person
    - Name
    - Title
    - Phone
    - Email
- **Operating model:** (e.g., turnkey solution; technology platform only with drivers and vehicles provided by client; technology platform and vehicles only with drivers provided by client)
- Number of vehicles in microtransit fleet
- **Operating hours**
- **Number of zones/zone size**
- **<u>Annual</u> microtransit ridership** (if service has been operational for less than one year, indicate length of time service has been operating and total ridership during that time)
- **<u>Annual</u> microtransit vehicle revenue hours** (if service has been operational for less than one year, indicate length of time service has been operating and vehicle revenue hours during that time)
- **<u>Annual</u> microtransit operating costs.** If only partial costs are known (e.g., if only the costs of the technology platform are known, but the client's other costs such as staff time and overhead are

unknown), please explain and YCTD will request further details from the client as needed during the reference check.

- **<u>Annual</u> capital costs**. If unknown or only partially known (e.g., if capital costs are borne directly by the client), please explain and YCTD will request further details from the client as needed during the reference check.

C. Service and Deployment Plan

Once a technology platform is selected, YCTD will work with stakeholders, the public, YCTD advisory committees, the YCTD Board, and the selected technology vendor to prepare a final service and deployment plan for each service area, including service characteristics and parameters such as:

- Number of vehicles
- Hours of service
- Service area boundaries
- Wait time parameters
- Maximum detour time parameters
- Fares
- 100% on-demand vs. occasional scheduled stops at mobility hubs

For the Knights Landing and Winters service areas, microtransit service is already operational and this task will primarily involve refining the existing service parameters. For the Woodland service area, this task may involve more effort because it is a new microtransit service expansion. Please describe your firm's capabilities and experience related to helping clients plan for and configure microtransit services. Also, please describe how your firm will support training, marketing and deployment of the microtransit technology platform.

5. Price Proposal Requirements

Proposer shall provide pricing as specified in Attachment A Price Proposal.

Proposer must include pricing for the microtansit technology platform and for the deployment and support of the platform. Per unit pricing for the microtransit technology platform may be considered as:

- Per Vehicle;
- Per Revenue Hour;
- Per Driver; and/or
- Per Ride; etc.

YCTD will determine the number of vehicles needed for the microtransit service during the planning and deployment phases of the project. Over the term of the contract (two-year contract plus three option years), YCTD anticipates that the number of microtransit fleet vehicles could range from 4 to 20 and the proposer's price proposal should reflect this possible range. Not all fleet vehicles would necessarily be active (i.e., in revenue service) at the same time. For instance, if there are electric vehicles (EVs) in the microtransit fleet, they may be removed from revenue service for charging purposes and replaced with other vehicles during charging.

Proposer may (? must?) also provide pricing for the following contract options, which YCTD may choose to exercise at its discretion during the two (2)-year contract period or during the three (3) option years:

- Cost to assist YCTD with planning for the microtransit service, if not already included in the price of the technology platform itself or in the cost of the deployment support
- Cost to represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtansit service in third-party trip planning applications
- Cost to represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification
- Cost to integrate YCTD's existing mobile fare payments system (Bytemark) into the microtransit technology platform

Attachment A - Price Proposal

Task/Item Description	Unit of Measure	Unit Price (USD)	Quantity	Total Price
Required Items/Tasks				
Technology platform (including software, devices, etc.)*				
Deployment support (Final Service and Deployment Plans for each service area)				
Annual Support Fees				
Contract Options (YCTD may choose to exercise any or all of these options at its discretion during the contract period)				
Planning assistance (if scope and price is not already included in the required items/tasks above)				
Represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand)				
Represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification				
Integrate YCTD's existing mobile fare payments system (Bytemark) into the microtransit technology platform				
			Subtotal	
			Sales Tax	
			Grand Total	

*Over the course of the two-year contract and three (3) option years, YCTD anticipates that the number of microtransit fleet vehicles could range from 4 to 20 and the proposer's price proposal should reflect this possible range

Attachment B - Submission Form

[To be inserted by YCTD. Just used to collect standard info about the proposer (legal name, DUNS #, etc]

Attachment C - Standard Contract for Services

[To be inserted by YCTD. Will include all required federal clauses, etc.]

Attachment D - YCTD Districtwide Microtransit Goals

Microtransit goal	To achieve this goal…

Improves overall mobility by filling gaps in service and complementing other transportation options	• Microtransit services should meet one or more of the following needs:
	    ○ Connecting rural communities to nearby urban areas
	    ○ Local intracity trips that are not well served by fixed route service
	    ○ First/last mile connections to high-capacity transit
	    ○ Other needs as identified by the YCTD Board
	• In each service area, the service parameters (e.g., hours of service, service area boundaries, wait time, fares) should be configured to best meet needs of that service area

Easy for the public to discover or "stumble upon"	• The vehicles are distinct/visible and advertise the service • The service is discoverable in third-party trip-planning applications • There is widespread promotion of the service through a variety of channels to encourage high uptake and usage, including digital promotion (social media, YCTD's website) and in-person promotion (signage and promotional materials at transit hubs and popular community destinations) • The service is branded in a way that highlights community identity
Easy for all to use	• A variety of fare payment methods are accepted, including cash • Utilizes an intuitive, smartphone user interface • Reservations can be made by telephone for those customers who do not have or cannot use a smartphone • Service can be booked and paid in advance on by someone else (e.g., parents and caregivers) • Service can reliably accommodate the needs of diverse users, especially seniors, youth, families with young children, and those who requires a wheelchair accessible vehicle • There is an emphasis on the quality of the ride and the enhanced user experience
Reliable	• Wait times are reasonable and consistent • Travel times are reasonable

Safe	• All FTA requirements are met, including:
	    ○ Driver training
	    ○ Driver drug and alcohol testing
	    ○ Vehicle maintenance

Environmentally sustainable	• Shared rides are maximized • YCTD will transition to the use of zero- or low-emission vehicles in microtransit services
Cost efficient and effective	• The service is productive and cost efficient relative to other microtransit services • YCTD and member jurisdictions have access to all relevant data needed to effectively evaluate the service • Consideration will be given to any fiscal impact that the microtransit service has on the core operations of the district

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 1, 2022
ITEM #: I.11
SUBJECT: 2020 Census Data

Recommendation for Action: Staff recommends that the City Council receive an update on 2020 US Census data.

Staff Contact:
Spencer Bowen, Communications Manager & Policy Analyst | spencer.bowen@cityofwoodland.org

Report in Brief:
Updated Census data show that Woodland grew substantially over the last decade, became more diverse, and was a leader in housing production during a statewide housing crisis. While the decennial count is not perfect and experienced significant data-collection challenges in 2020, the US Census once again produced valuable information about our community.

Background:
Article I, Section II, Clause III of the US Constitution requires a national "enumeration" every decade. This count supplies the data that informs our democratic representation, from City Council districts to the House of Representatives. The decennial Census remains our most comprehensive dataset, but fundamental challenges to a complete and accurate count are baked into how it is conducted. The Census chronically undercounts certain populations, often the same groups that benefit most from federal programs that allocate money based on population. Staff will elaborate on these challenges during the February 1 meeting.

2020 presented new challenges unique to this most recent Census:

- Residents could respond online for the first time.
- The federal government underfunded the Census effort in comparison to previous years.
- The Census was conducted during the COVID-19 pandemic.
- The possibility of a "citizenship question" lingered throughout the process.

Despite these challenges, early studies indicate that once again the 2020 Census provided reliable and valuable information about our community.

Discussion:
Below please find a summary of what the 2020 Decennial Census data says about the City of Woodland.

Population:

- Woodland's population grew by almost exactly 10%
  - 2010: 55,468
  - 2020: 61,032
- This increase of 5,564 represents 35.8% of Yolo County's growth in the same period (+15,554)
- Woodland's total population represents 28.2% of all Yolo County residents

Occupancy:

- Woodland's total quantity of housing units also grew by almost 10%
    - 2010: 19,806
    - 2020: 21,647 (+9.3%)
- This increase of 1,841 represents 35.86% of housing unit growth in Yolo County in the same period (+5,134)
- Woodland's occupancy rate is increasing, consistent with steady trends both locally and statewide.
    - 2010: 94.5%
    - 2020: 96.9% (+2.4 percentage points)

Identity:
The Census uses two questions about racial and ethnic identity. In 2020, the materials asked first about Hispanic, Latino, or Spanish origin and then about "race":

Question 6: Is this person of Hispanic, Latino, or Spanish origin?

- No, not of Hispanic, Latino, or Spanish origin
- Yes, Mexican, Mexican Am., Chicano
- Yes, Puerto Rican
- Yes, Cuban
- Yes, another Hispanic, Latino, or Spanish origin - Print, for example, Salvadoran, Dominican, Colombian, Guatemalan, Spaniard, Ecuadorian, etc.

Question 7: What is this person's race? *Mark one or boxes AND print origins*

- White - print, for example, German, Irish, English, Italian, Lebanese, Egyptian, etc.
- Black or African Am. - print, for example, African American, Jamaican, Haitian, Nigerian, Ethiopian, Somali, etc.
- American Indian or Alaska Native - print name of enrolled or principal tribe(s), for example, Navajo Nation, Blackfeet Tribe, Mayan, Aztec, Native Village of Barrow Inupiat Traditional Government, Name of Eskimo Community, etc.
- Then a series of checkboxes, including:
    - Chinese
    - Vietnamese
    - Native Hawaiian
    - Filipino
    - Korean
    - Samoan
    - Asian Indian
    - Japanese
    - Chamorro
    - Other Asian - print, for example, Pakistani, Cambodian, Hmong, etc.
    - Other Pacific Islander - print, for example, Tongan, Fijian, Marshallese, etc.
- Some other race - Print race or origin

Considering Woodland’s demographics, staff chose to focus on Hispanic, Latino, or Spanish-origin data in this report.

Overall, Hispanic, Latino, or Spanish-origin Woodlanders were well-represented in 2010 and remain well-represented in 2020.

- 2010: 26,289
- 2020: 29,614 (+3,325, + roughly 1 percentage point from 47.39% of all residents to 48.52% of all residents)

Interestingly, the Latino community has grown mostly among adults.

- 2010: 16,954 18 years or older
- 2020: 20,628 18 years or older (+3,674, + roughly 2.4 percentage points as a share of the adult population)

Conclusion:
Staff recommends that the City Council receive an update on 2020 US Census data.

Prepared by: Spencer Bowen, Communications Manager & Policy Analyst

Ken Hiatt
City Manager

Attachments:
1. Census Population Change by District

2010

District	Total Population	% Deviation	Total CVAP	Hispanic/Latino CVAP	Not Hispanic/Latino CVAP	Total Hispanic/Latino	Total Not Hispanic/Latino
1	11,046	**-0.4%**	8,413	2,788	5,625	4,286	6,760
2	10,674	**-3.8%**	8,047	2,900	5,147	4,358	6,316
3	11,238	**1.3%**	8,193	4,021	4,172	6,093	5,145
4	11,317	**2.0%**	7,731	4,077	3,654	6,585	4,732
5	11,193	**0.9%**	7,851	3,168	4,683	4,967	6,226
Grand Total	**55,468**		**40,235**	**16,954**	**23,281**	**26,289**	**29,179**
Ideal Population	***11,094***						

2020

District	Total Population	% Deviation	Total CVAP	Hispanic/Latino CVAP	Not Hispanic/Latino CVAP	Total Hispanic/Latino	Total Not Hispanic/Latino
1	11,571	**-5.2%**	8,994	3,589	5,405	5,214	6,357
2	10,916	**-10.6%**	8,600	3,380	5,220	4,688	6,228
3	11,420	**-6.4%**	8,631	4,646	3,985	6,552	4,868
4	11,459	**-6.1%**	8,504	4,539	3,965	6,519	4,940
5	15,666	**28.3%**	11,544	4,474	7,070	6,641	9,025
Grand Total	**61,032**		**46,273**	**20,628**	**25,645**	**29,614**	**31,418**
Ideal Population	***12,206***						