



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

October 4, 2022
6:00 PM

CITY COUNCIL

CLOSED SESSION

5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR - Pursuant to Government Code Section § 54956.8
Property: Woodland Regional Park Preserve (APN: 042-030-012-000), 20179 County Road 102
Agency negotiator: City Manager and City Attorney
Negotiating parties: Yolo Habitat Conservancy
Under negotiation: Price and Terms of Payment

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 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. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

2. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communication submitted for items specific to this agenda will be attached as a file to the associated agenda item.

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.

3. 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

4. SUBJECT: Proclaim October 2022 as Breast Cancer Awareness Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation proclaiming October 2022 as Breast Cancer Awareness Month.

5. SUBJECT: Mental Health Awareness Week Proclamation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim October 2 - 8, 2022 as Mental Health Awareness Month.

6. SUBJECT: City Council Meeting Minutes of September 6, 2022 and September 20, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of September 6, 2022 and September 20, 2022.

7. SUBJECT: Contract Amendment #7 with Interwest Consulting Group

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute Amendment #7 to the consultant services agreement with Interwest Consulting Group for an additional amount up to \$125,000 and (2) extend the term of the Agreement through June 30, 2023.

8. SUBJECT: Final Acceptance and Notice of Completion of the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22) construction contract with Lister Construction, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

9. SUBJECT: Child Care Center at Greengate School

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to negotiate and enter into an Agreement with Yolo County Office of Education to provide City funding for Sustaining Child Care and Early Learning in Yolo County at Greengate School and to amend the Fiscal Year 2022/23 budget to appropriate \$175,000 to the General Fund (Fund 101).

10. SUBJECT: Approval of Job Descriptions, Authorized Full Time Equivalent Position Adjustments, and Salary Schedule as of October 1, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Approving Changes to the Authorized Full Time Equivalent Positions for Fiscal Year 2022/23, approve changes to several job descriptions and approve the updated salary schedule as of October 1, 2022.

11. SUBJECT: East Beamer Way Permanent Supportive Housing - Ground Lease and Operating Memorandum of Understanding

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

1. Review the proposed terms of a Ground Lease Agreement for the Permanent Supportive Housing Project at 1903 E. Beamer Street (APN: 027-360-043) and adopt Resolution No. _____, authorizing the City Manager to execute an agreement with Friends of the Mission; and
2. Review the Memorandum of Understanding concerning the Operation of the Permanent Supportive Housing Project at 1903 E. Beamer Street (APN: 027-360-043) and adopt Resolution No. _____, authorizing the City Manager to continue negotiating such Memorandum of Understanding and to execute such Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) and Friends of the Mission.

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

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a one-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and Conditions set forth by the contract approved by Council on September 1, 2009.

I. REPORTS OF THE CITY MANAGER

13. SUBJECT Sister City Visit: La Piedad de Michoacan, Mexico

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the upcoming visit from its Sister City of La Piedad de Michoacan, Mexico.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting for Tuesday, October 4, 2022 was posted Friday, September 30, 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: October 4, 2022
ITEM #: F.2
SUBJECT: General Public Comments

ITEM: This section is reserved for "General" Public Comments received via email within two (2) hours prior to the start of the City Council Meeting. Any other written communication submitted for items specific to this agenda will be attached as a file.

Attachments:

None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 4, 2022
ITEM #: G.3
SUBJECT: Long Range Calendar

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

Staff Contact:

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

Background:

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

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

October 18TH

REGULAR MEETING

Fire Apparatus Lease
Animal Services Contract
Organics Waste Agreement with Yolo County Landfill
Accept WPCF Biosolids Pond 11 Project as complete, CIP #20-13
Woodland Storage Operating Agreement Modification
2nd Reading – Historic Preservation Ordinance Amendments
Tax Exchange Agreements with Yolo County – Pending Annexation Areas

November 1ST

REGULAR MEETING

Clark Field Committee Recognition
City Council Meeting Minutes – October 4 & 18, 2022
1st Reading - Tree Ordinance Amendments
Quarterly Budget Report
Approve Federal Cost Sharing Agreement and appropriate funding for LCCFRR Project, CIP #22-16

November 15TH

REGULAR MEETING

2nd Reading - Tree Ordinance Amendments
Youth Master Plan Presentation
Annexations – Westucky, Barnard Court, North East Street, & Industrial Area
Accept 2022 water/sewer replacement project as complete, CIP #21-01
Approve plans and authorize bidding for 2023 water replacement project, CIP #19-15

December 6TH

REGULAR MEETING

City Council Meeting Minutes – November 1 and 15, 2022
Waste Management Annual Rate Adjustment
Woodland Research Technology Park – Final EIR & Specific Plan
City Council Reorganization

December 20TH

REGULAR MEETING

Homeless Action Plan Update
Draft Equity Action Plan
Comprehensive Zoning Update

Future Topics / Study Sessions:

Sustainability Advisory Committee Workshop (January) Micro Transit Service (February) Waste Management Residential Smart Truck (TBD) Rule 20A Undergrounding District (TBD)
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TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 4, 2022
ITEM #: H.4
SUBJECT: Proclaim October 2021 as National Breast Cancer Awareness Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming October 2022 as National Breast Cancer Awareness Month.

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

Ken Hiatt
City Manager

Attachments:

1. Breast Cancer Awareness Month Proclamation 2022

**PROCLAMATION
BREAST CANCER AWARENESS MONTH
OCTOBER, 2022**

WHEREAS, while considerable progress has been made in the fight against breast cancer, it remains the second most common form of cancer and the second leading cause of cancer death overall among American women; and

WHEREAS, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

WHEREAS, during this month, we reaffirm our commitment to support breast cancer research and to educate all citizens about its risk factors, detection and treatment; and

WHEREAS, as we display pink ribbons and wear pink clothing to raise awareness, we also support those courageously fighting breast cancer and honor the lives lost to the disease; and

WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families and friends who are a tireless source of love and encouragement, and applaud the efforts of our medical professionals and researchers working to find a cure for this deadly disease; and

WHEREAS, Breast Cancer Awareness Month is an opportunity to unite all citizens in our community to prevent breast cancer deaths through increased education and regular screening.

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council does hereby proclaim October as Breast Cancer Awareness Month.

Dated: October 4, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tempore

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 4, 2022
ITEM #: H.5
SUBJECT: Mental Health Awareness Month Proclamation

Recommendation for Action: Staff recommends that the City Council proclaim October 2 - 8, 2022 as Mental Health Awareness Month.



Ken Hiatt
City Manager

Attachments:

1. Mental Health Awareness Week Oct 2022

**CITY OF WOODLAND
PROCLAMATION
MENTAL HEALTH AWARENESS WEEK
“WHAT I WISH I HAD KNOWN”
OCTOBER 2 – 8, 2022**

WHEREAS, each year millions of Americans face the reality of living with mental illness; and

WHEREAS, mental illness affects everyone directly or indirectly through family, friends or coworkers; and

WHEREAS, each year, during the first week of October, National Alliance of Mental Illness (NAMI) and participants across the country raise awareness of mental illness; and

WHEREAS, mental health conditions are important to discuss year-round, but highlighting them during Mental Health Awareness Week provides a dedicated time for mental health advocates across the country to come together as one unified voice; and

WHEREAS, this year the theme is centered around “What I Wish I Had Known” and focuses on the power of lived experience; and

WHEREAS, each day throughout the week, NAMI will be elevating the voices of people with lived experience to talk about the components of their recovery where they learned something that could have helped them sooner.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Woodland hereby proclaims October 2 – 8, 2022 as Mental Health Awareness Week in Woodland and joins the nation in raising awareness of mental health issues and services and to increase public awareness of mental illness and to promote treatment and recovery.

DATED: October 4, 2022

Mayra Vega, Mayor

Vicky Fernandez, Mayor Pro Tem

Tania Garcia-Cadena, Council Member

Rich Lansburgh, Council Member

Tom Stallard, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 4, 2022
ITEM #: H.6
SUBJECT: City Council Meeting Minutes of September 6, 2022 and September 20, 2022

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of September 6, 2022 and September 20, 2022

Staff Contact

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

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

Ken Hiatt
City Manager

Attachments:

1. 09.06.2022 DRAFT Minutes_CORRECTED
2. 09.20.2022 DRAFT Minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, September 6, 2022

6:00 PM

City Council

CITY COUNCIL

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

Present: Members Fernandez, Garcia-Cadena, Lansburgh, Stallard and Mayor Vega

Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Lansburgh.

D. COMMUNICATIONS - PUBLIC COMMENT

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Kathy Harryman, accompanied by neighbors, spoke regarding a structure on W. El Dorado and how it interferes when making a left-hand turn from Edwin Avenue onto W. El Dorado.

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. CONSENT CALENDAR

2. SUBJECT: Proclamation in Support of Prostate Cancer Awareness Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2021, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

Council Member Stallard recused himself from this item.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried on a 4-0 vote Council Members adopted a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2021, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

AYES: Members Fernandez, Garcia-Cadena, Lansburgh and Mayor Vega

NOES: None

ABSENT: Member Stallard

3. SUBJECT: City Council Meeting Minutes of August 16, 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of August 16, 2022.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of August 16, 2022.

4. SUBJECT: Sustainability Advisory Committee Meeting Minutes for June 2022

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes for the June 15, 2022 meetings of the Sustainability Advisory Committee.

Received minutes for the June 15, 2022 meetings of the Sustainability Advisory Committee.

5. SUBJECT: Appointment to Manufactured Home Fair Practices Commission

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Stacie Lewis to the Manufactured Home Fair Practices Commission.

Appointed Stacie Lewis to the Manufactured Home Fair Practices Commission.

6. SUBJECT: Direct City Clerk to review the City's Conflict of Interest Code

RECOMMENDATION FOR ACTION: Staff recommends that the City Council direct the City Clerk to review the City's Conflict of Interest Code and report to Council should changes be necessary to the adopted Code.

Directed the City Clerk to review the City's Conflict of Interest Code and report to Council should changes be necessary to the adopted Code.

7. SUBJECT: Approval of Plans and Specifications, and Authorization of Bid Advertisement for the Groundwater Wells Demolition Project, CIP 21-05

RECOMMENDATION FOR ACTION: Staff recommends that City Council adopt Resolution No. _____, approving the Project plans and specifications, and authorizing bid advertisement for the Groundwater Wells Demolition Project, CIP 21-05.

Adopted RESOLUTION NO. 7980, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE GROUNDWATER WELLS DEMOLITION PROJECT, CIP #21-05.

8. SUBJECT: Main Street Feasibility Study, CIP 22-13; Approve an Amendment to the Consultant Contract

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:

- 1) Adopt Resolution No. _____, to reallocate \$55,000 from project CIP 04-07 (Fund 582) to the project; and
- 2) Approve a consultant services amendment with Fehr & Peers, in the amount of \$28,540, for a total agreement amount of \$128,480 ; authorizing a contract contingency up to 10% (\$12,848); and authorize the City Manager to execute the amendment for the Main Street Feasibility Study, CIP 22-13.

Adopted RESOLUTION NO. 7981, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE AN AMENDMENT WITH FERH & PEERS, AND REALLOCATE FUNDING (FUND 582) FROM CIP PROJECT 04-07 TO THE MAIN STREET FEASIBILITY STUDY, CIP 22-13.

9. SUBJECT: Amendment of Advance Peace Contract for Expanded Services

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute an amendment to the existing three-year contract with Advance Peace for expanded services.

Adopted RESOLUTION NO. 7982, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE EXISTING 3-YEAR CONTRACT WITH ADVANCE PEACE FOR EXPANDED SERVICES.

10. SUBJECT: Police Mid-Management Unit Side Letter of Agreement

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

Approved the Side Letter of Agreement with the Woodland Police Mid-Management Unit.

12. SUBJECT: Fiscal Year 2022/23 Authorized Full Time Position Adjustments

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, Approving Changes to the Authorized Full Time Equivalent Positions for Fiscal Year 2022/23, approve changes to several job descriptions and approve the updated salary schedule as of September 2022.

Adopted RESOLUTION NO. 7984, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CHANGES TO AUTHORIZED FULL TIME EQUIVALENT POSITIONS FOR FISCAL YEAR 2022/23.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried on a 5-0 vote, Council Members approved Consent Calendar Items No. 2 through 12 with the following exceptions:

Item No. 2 - Council Member Stallard recused himself from this item and Item No. 11 was pulled by Mayor Pro Tem Fernandez from the Consent Calendar for further discussion.

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

11. SUBJECT: Child Care Connections Network

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to negotiate and enter into an Agreement with Yolo County Office of Education to provide City funding to develop a Child Care Connections Network and to amend the Fiscal Year 2022/23 budget to appropriate \$115,000 to the General Fund (Fund 101).

This item was pulled by Mayor Pro Tem Fernandez for further discussion. City Manager Ken Hiatt provided additional details regarding this item.

On a motion by Mayor Pro Tem Fernandez, seconded by Council Member Stallard and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7983, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO PROVIDE CITY FUNDING TO YOLO COUNTY OFFICE OF EDUCATION FOR THE YOLO CHILD CARE CONNECTIONS NETWORK AND TO APPROPRIATE \$115,000 IN FUNDING.

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

G. REPORTS OF THE CITY MANAGER

13. SUBJECT: Active Transportation Plan, CIP 22-17; Approve Consultant Services Agreement

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to approve a consultant services agreement with Fehr & Peers, in the amount of \$149,945.31 for the Active Transportation Plan, CIP 22-17 and authorize the City Manager to execute the agreement and amendments as necessary up to 10% (\$14,995) of the agreement amount.

On a motion by Council Member Lansburgh, seconded by Mayor Pro Tem Fernandez and carried unanimously on a 5-0 vote, Council Members adopted RESOLUTION NO. 7985, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH FERH & PEERS CONSULTANTS, INC. FOR PROFESSIONAL SERVICES FOR THE ACTIVE TRANSPORTATION PLAN, CIP 22-17.

H. ADJOURN

Meeting adjourned at 7:00 PM.

Respectfully submitted,

Ana B. Gonzalez

14. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This is section is reserved for written comments that were submitted under General Public Comment category.
Section reserved for general public comments received prior to 4:00 PM.

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, September 20, 2022

6:00 PM

City Council

CITY COUNCIL

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

Present: Members Garcia-Cadena, Lansburgh, Stallard and Mayor Pro Tem Fernandez

Absent: Mayor Vega

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Billy Flowers.

D. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed 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. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to CouncilMeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the City Council meeting will be provided to the City Council and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the City Council meeting and during the City Council meeting will be provided to the City Council the day following the City Council meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

Sylvina Frausto spoke regarding the Woodland Ecumenical Ministries Peace Picnic on Saturday, September 24th, from 11:30am - 2:30pm.

Manuel Candela spoke regarding Yolobus.

1. SUBJECT: General Public Comments

WRITTEN COMMUNICATIONS: This section is reserved for "General" Public Comments emailed within two (2) hours prior to the Council Meeting. These comments will be provided to the City Council and incorporated into the meeting minutes. Any other written communication submitted for items specific to this agenda will be attached as a file to the associated agenda item.

Received email from Pat Aukes regarding updating the General Plan 2035.

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.

2. SUBJECT: Long Range Calendar

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

F. PRESENTATIONS

3. SUBJECT: Woodland National Intermediate 50/70 All-Stars

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation honoring the Woodland National Intermediate 50/70 All-Stars team for their recent accomplishments.

Adopted a Proclamation honoring the Woodland National Intermediate 50/70 All-Stars team for their recent accomplishments.

G. CONSENT CALENDAR

5. SUBJECT: Public Works Quarterly Status Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the Public Works Quarterly Status Report for the period of June 2022 through August 2022.

Accepted the Public Works Quarterly Status Report for the period of June 2022 through August 2022.

6. SUBJECT: Approval of New Job Descriptions - Water Quality Specialist Series

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1) approve new job descriptions and salary ranges for the Water Quality Specialist I/II/Senior, (2) authorize placement of the new job classifications in the Woodland City Employee's Association (WCEA) bargaining unit, and (3) adopt Resolution No. _____, approving changes to the authorized full-time equivalent positions for fiscal year 2022/23.

Adopted RESOLUTION NO. 7986, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CHANGES TO AUTHORIZED FULL TIME EQUIVALENT POSITIONS FOR FISCAL YEAR 2022/23.

7. SUBJECT: Carry-Over from FY2021/22 to FY2022/23 Unencumbered Appropriations

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the carry-over of unencumbered appropriations from fiscal year 2021/22 to fiscal year 2022/23, totaling \$6,220,292.

Adopted RESOLUTION NO. 7987, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AMENDMENTS TO THE FISCAL YEAR 2022-2023 ANNUAL BUDGET.

8. SUBJECT: Purchase and Appropriation of \$48,659 to Replace the Community Services Department REC2GO Van

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, Authorizing the Appropriation of \$48,659 for the Replacement of a Community Services Department Electric (REC2GO) Work Van and the Purchase of said Vehicle.

Adopted RESOLUTION NO. 7988, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZE THE APPROPRIATION OF \$48,659 FOR THE REPLACEMENT OF A COMMUNITY SERVICES DEPARTMENT ELECTRIC (REC2GO) WORK VAN.

9. SUBJECT: FEMA Assistance to Firefighters Grant (AFG) Award Appropriation

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to appropriate \$44,500 to the Other Federal Grants Fund (330) to fund the initial expenditure for the Incident Management training as awarded under the Assistance to Firefighters Grant.

Adopted RESOLUTION NO. 7989, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO APPROPRIATE \$44,500 TO FUND 330 TO FUND THE INITIAL EXPENDITURE FOR THE INCIDENT MANAGEMENT TRAINING AS AWARDED UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT.

10. SUBJECT: Live Scan Background Check Authority

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City of Woodland to access Department of Justice information for hiring purposes.

Adopted RESOLUTION NO. 7990, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY OF WOODLAND TO ACCESS DEPARTMENT OF JUSTICE INFORMATION FOR HIRING PURPOSES.

11. SUBJECT: Construction Contract for City of Woodland Library Toilet Room Accessibility Upgrades

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, 1. Authorizing a construction contract to All About Building, Inc., for the City of Woodland Library Toilet Room Accessibility Upgrades, in the amount of \$173,850.00, for the base bid only; and 2. Authorizing a contract contingency up to 20% (\$34,770.00); and 3. Authorizing the City Manager to execute the Contract and Public Works Director to approve any Change Orders within the budgeted contingency, on the city's behalf.

Adopted RESOLUTION NO. 7991, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE CITY OF WOODLAND LIBRARY ADA RESTROOMS UPGRADE.

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried on a 4-0 roll call vote, Council Members approved Consent Calendar Items No. 4 through 11.

AYES: Members Garcia-Cadena, Lansburgh, Stallard and Mayor Pro Tem Fernandez

NOES: None

ABSENT: Mayor Vega

Mayor Pro Tem Fernandez requested that Item No. 4 - Chicano, Latino and Hispanic Heritage Month proclamation be pulled from the Consent Calendar for presentation.

4. SUBJECT: Chicano, Latino, and Hispanic Heritage Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation recognizing September 15, 2022 through October 15, 2022 as Chicano, Latino, and Hispanic Heritage Month in Woodland

Adopted a Proclamation recognizing September 15, 2022 through October 15, 2022 as Chicano, Latino, and Hispanic Heritage Month in Woodland. Mayor Pro Tem Fernandez presented the proclamation to members of Brown Issues.

H. PUBLIC HEARINGS

12. SUBJECT: Historical Preservation Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council (1)Receive the staff report; (2)Conduct a public hearing; (3) Introduce and waive the first reading of Ordinance No. _____, amending Chapter 15.24 Historical Landmarks, Districts and Resources in the City of Woodland Municipal Code relating to the Historical Preservation Commission; and (4) Schedule second reading and adoption of the Ordinance for the October 4, 2022, City Council meeting.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried on a 4-0 vote, Council Members conducted a public hearing and introduced and waived the first reading of an Ordinance, amending Chapter 15.24 Historical Landmarks, Districts and Resources in the City of Woodland Municipal Code relating to the Historical Preservation Commission; and (4) Schedule second reading and adoption of the Ordinance.

AYES: Members Garcia-Cadena, Lansburgh, Stallard and Mayor Pro Tem Fernandez

NOES: None

ABSENT: Mayor Vega

I. ADJOURN

Meeting adjourned at 06:44 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 4, 2022
ITEM #: H.7
SUBJECT: Contract Amendment #7 with Interwest Consulting Group

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to execute Amendment #7 to the consultant services agreement with Interwest Consulting Group for an additional amount up to \$125,000 and (2) extend the term of the Agreement through June 30, 2023.

Staff Contact:

Lynn Johnson, Senior Management Analyst, (530) 661-5979, Lynn.Johnson@cityofwoodland.org

Fiscal Impact:

Interwest Consulting Group has been providing as-needed plan check and building inspection services for the City of Woodland for many years. In spring 2018, the City issued a Request for Qualifications (RFQ) and, after a Quality Based Selection (QBS) process, selected Interwest Consulting Group to continue providing as-needed plan check and building inspection services for the City. The contract began July 1, 2018 for a one-year period and a not to exceed limit of \$150,000. Due to continued residential building, complex plan check submittals, and staffing shortages, six amendments have been authorized extending the term of the contract through December 31, 2022 and bringing the total contract authority to \$1,025,000.

The baseline FY2023 budget includes \$50,000 for contract plan check. A portion of the requested increase is to provide authority to include this budget appropriation in the contract. Additionally, the FY2023 building inspection budget includes a one-time appropriation of \$75,000 to continue utilizing Interwest for contract building inspection services as needed. The requested \$125,000 is the combination of these two budget appropriations. An additional Building Inspector I/II position was included in the FY2023 budget as well, and we have just recently filled the vacancy. We are continuing to use contract building inspection services as the new inspector is trained. Complex plan checking will continue to be a contracted service.

Background:

California building departments are required to have qualified staff in place and available for timely plan review and inspection. The City continues to rely on support services from consultants during extended periods of heightened workload. Currently, calls for inspections vary from 30-50 per day, which is more than existing building work group staff can manage without the assistance of consultants. We anticipate some reduction in consultant services as our new building inspector increases their productivity.

Discussion:

Building Division staff require the assistance of outside building plans reviewers and construction inspections particularly during peak building activity periods that can last months or longer. With the continued residential development in the southeast area and several in-fill residential projects, in-house staff cannot manage the inspection demand. There are four hotel projects as well as several multi-family in-fill projects that will require enhanced plan check services as well as inspection services once construction commences. Interwest's staff will help us meet this expected demand for services.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, (1) authorizing the City Manager to

execute Amendment #7 to the consultant services agreement with Interwest Consulting Group for an additional amount up to \$125,000 and (2) extend the term of the Agreement through June 30, 2023.

Prepared by: Lynn Johnson, Senior Management Analyst

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

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

Ken Hiatt
City Manager

Attachments:

1. Resolution
2. Amendment

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING THE SEVENTH AMENDMENT TO AN AGREEMENT WITH
INTERWEST CONSULTING GROUP FOR PLAN REVIEW & BUILDING
INSPECTION SERVICES**

WHEREAS, the City has been under contract with Interwest Consulting Group since July 2018 to provide plan review and building inspection services; and

WHEREAS, Interwest Consulting Group was selected through a Request for Qualifications process in 2018; and

WHEREAS, the City's initial contract authority was from July 1, 2018 – June 30, 2019 in an amount not to exceed \$150,000; and

WHEREAS, the City Council approved amendment one to the agreement on March 19, 2019 that added an additional year to the term, from July 1, 2019 – June 30, 2020, and added an additional \$230,000 to provide on-going services; and

WHEREAS, the City Council approved amendment two to the agreement on October 15, 2019 that added an additional \$150,000 to provide on-going services; and

WHEREAS, the City Council approved amendment three to the agreement on July 7, 2020 that added an additional year to the term, from July 1, 2020 – June 30, 2021 and added an additional \$180,000 to provide on-going services; and

WHEREAS, the City Council approved an additional \$115,000 on February 21, 2021 through the FY 2021 Mid-Year Budget Adjustments to be used for on-going plan review and inspection services that became memorialized as amendment four to the agreement; and

WHEREAS, the City Council approved amendment five to the agreement on September 7, 2021 that extended the term of the agreement through December 31, 2022 and added an additional \$150,000 to provide on-going services; and

WHEREAS, the City Council approved amendment six to the agreement on April 19, 2022 and added an additional \$50,000 to provide on-going services; and

WHEREAS, the services of Interwest Consulting Group are still required to provide as needed plan review and building inspection services through FY2023; and

WHEREAS, the City of Woodland wishes to approve amendment seven to the agreement with Interwest Consulting Group that increases the contract amount by \$125,000 bringing the total not to exceed amount to \$1,150,000; and

WHEREAS, staff wishes to extend the agreement an additional six months, through June 30, 2023; and

WHEREAS, the City Council wishes to approve the amendment to the Agreement and authorize its execution through the adoption of this Resolution.

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

Section 1. The City Council hereby approves the Seventh Amendment to the Agreement with Interwest Consulting Group to extend the contract time from January 1, 2023 to June 30, 2023 and to increase the not to exceed amount by \$125,000 bringing the total contract authority to \$1,150,000 and authorizes the City Manager to execute the Agreement.

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

'PASSED AND ADOPTED by the City Council of the City of Woodland at a regular scheduled meeting of the City Council held on the 4th day of October 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayra, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk

ARTICLE 1. PARTIES AND DATE

This Seventh Amendment to the Professional Services Agreement (“Seventh Amendment”) dated as of the _____ day of _____ 2022 is entered into by and between the City of Woodland (“City”) and Interwest Consulting Group (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated July 1, 2018 (“Agreement”), whereby Consultant agreed to as needed plan check and inspection services.

2.2 City and Consultant now desire to amend the Agreement to include additional compensation in accordance with Consultant’s original contract scope of work dated July 1, 2018. The total compensation for the Seventh Amendment shall not exceed One Hundred Twenty-five thousand dollars (\$125,000.00) for a total contract amount of One million one hundred twenty-five thousand dollars (\$1,150,000,000).

2.3 City and consultant now desire to amend the Agreement to extend the contract time from January 1, 2023 to June 30, 2023.

ARTICLE 3. TERMS

3.1 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.3 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**Seventh Amendment To Professional Services Agreement Between The City Of Woodland
And Interwest Consulting Group** **CM# 000786**

City Of Woodland

Interwest Consulting Group

By: _____
Ken Hiatt
City Manager

By: _____
Paul Meschino
Vice President, Operations

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 4, 2022
ITEM #: H.8
SUBJECT: Final Acceptance and Notice of Completion of the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22).

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, 1) Approving a consultant services amendment for construction management and inspection services with Unico in the amount of \$7,365 for a total agreement amount of \$169,687 and authorize the City Manager to execute the amendment, and 2) Accepting the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22) construction contract with Lister Construction, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

Staff Contact:

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

Fiscal Impact:

The project is currently funded with \$4,083,972 in Homeless Housing Funds (fund 331). This includes \$525,972 of Partnership Health Plan funding, \$1,482,000 in City affordable housing funding, and \$2,076,000 of funding from Friends of the Mission (FOM).

The original contract with Lister Construction, Inc. was executed for \$2,324,500 with an approved 15% contingency in the amount of \$348,675. City Council approved subsequent contract contingency increases to bring Lister's contract contingency to \$1,047,136 for a total contract authorization of up to \$3,371,636. The final construction contract amount (including change orders) is \$3,358,170.

There is no impact to the City's General Fund.

Background:

The City, in partnership with Friends of the Mission, Fourth and Hope, and Yolo County have committed to the development of the East Beamer Way Campus project that, once complete, will offer a range of housing and services for those experiencing homelessness. In December 2020, construction of the emergency shelter (phase 1) was completed and now provides emergency shelter for up to 100 individuals. On March 16, 2021, the City Council awarded a construction contract to Lister Construction, Inc. for the construction of the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22). Construction began in early July 2021 and was completed in September 2022. This project will provide the necessary infrastructure and structural foundations for the 61 permanent supportive housing units.

The Friends of the Mission received a grant award of \$15.7 million from the State Homekey program. With this funding, they are expected to complete the modular homes by the end of 2022. Concurrently, Friends of the Mission is planning to start construction on Walter's House in the fall of 2022 pending successful outcome of an additional grant they are pursuing. Walter's House is planned to be located on the north side of the East Beamer Way campus and will also be supported by the infrastructure installed by this project.

Discussion:

Five change orders were executed throughout the course of the project for a total amount of \$1,033,670 (about

44% of the original contract amount), which is \$13,466 under the Council approved contingency. Much of the change order cost is associated with items added to the original scope of the contract, including the reinforced concrete piers for the individual housing units. Installing the piers with the rest of the site improvements was a logical approach to avoid damaging the underground utilities, grading, sidewalks, and streets completed under the site infrastructure contract. Other notable additions not included in the original contract included an expanded parking area and two additional trash enclosures.

See below for a current breakdown of the project costs:

Original Construction Contract	\$2,324,500
Change Orders	\$1,033,670
Total Construction Cost (Phase 2)	\$3,358,170
Pre-Construction Costs	\$ 368,591
Construction Support Costs	\$ 347,442

Total Project Costs	\$4,074,203
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The original project schedule envisioned the project finishing in the fall of 2021. Due to requested changes from Friends of the Mission the project was extended until June of 2022. Unico's original construction management contract was valued at \$112,322. Their two contract amendments were valued at \$57,365.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, 1) Approving a consultant services amendment for construction management and inspection services with Unico in the amount of \$7,365 for a total agreement amount of \$169,687 and authorize the City Manager to execute the amendment, and 2) Accepting the Permanent Supportive Housing Project, Phase 2 Site Infrastructure (CIP 19-22) construction contract with Lister Construction, Inc. as complete and authorize the City Clerk to file a Notice of Completion.

Prepared by: Ed Wisniewski, Senior Civil Engineer

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



Ken Hiatt
City Manager

Attachments:

1. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO ACCEPT
THE PERMANENT SUPPORTIVE HOUSING PROJECT, PHASE 2 SITE
INFRASTRUCTURE, CIP #19-22, CONSTRUCTION CONTRACT AS COMPLETE AND
AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION.**

WHEREAS, the City Council approved the plans and specifications for The Permanent Supportive Housing Project, Phase 2 Site Infrastructure, CIP #19-22 (the “Project”) and authorized advertisement for bids on October 20, 2020; and the City of Woodland advertised for bids on January 5, 2021; and

WHEREAS, the City Council, on March 16, 2021, approved the construction contract with Lister Construction, Inc. in the amount of \$2,324,500 and approved a 15% construction contingency in the amount of \$348,675.

WHEREAS, subsequent to contract award, the City Council approved two construction contract contingency increases to raise the total authorized contract amount with Lister Construction, Inc. to \$3,371,636.

WHEREAS, the construction of the Project began in July 2021 and was completed in September 2022.

WHEREAS, on March 26, 2021, the City executed a professional services agreement for construction management and inspection services with Unico Engineering for an amount up to \$112,322; and

WHEREAS, on April 5, 2022, the City Council approved contract amendment #1 with Unico Engineering for an additional contract amount of \$50,000; and

WHEREAS, the project construction schedule has been extended beyond what was envisioned in the original contract and subsequent amendment #1. The City wishes to approve contract amendment #2 with Unico Engineering for additional construction support cost.

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

Section 1. The City Council hereby accepts The Permanent Supportive Housing Project, Phase 2 Site Infrastructure, CIP #19-22, as complete.

Section 2. The City Council hereby authorizes the City Clerk to file a Notice of Completion for The Permanent Supportive Housing Project, Phase 2 Site Infrastructure, CIP #19-22.

Section 3. The City Council hereby approves amendment #2 to the construction management and inspection agreement with Unico Engineering in the amount of \$7,365 for a total contract amount of \$169,687.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular scheduled meeting of the City Council held the 4th day of October 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: October 4, 2022
ITEM #: H.9
SUBJECT: Child Care Center at Greengate School

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to negotiate and enter into an Agreement with Yolo County Office of Education to provide City funding for Sustaining Child Care and Early Learning in Yolo County at Greengate School and to amend the Fiscal Year 2022/23 budget to appropriate \$175,000 to the General Fund (Fund 101).

Staff Contact:

Christine Engel, Community Services Director, (530) 661-2000, Christine.engel@cityofwoodland.org

Fiscal Impact:

The City will provide \$175,000 in City funding for the installation of a vacant portable classroom donated to Yolo County Office of Education (YCOE) for an infant and toddler center in Woodland. The City was allocated \$11.1 million in American Rescue Plan Act (ARP) funding from the federal government. A significant portion of this funding (\$10 million) can be used by the City to pay for general government functions, which has, in turn, created some limited-term and one-time funding flexibility in the City's General Fund. The funds for this project will be allocated from the General Fund reserve balance, and an appropriation of this money is recommended. Staff has reviewed the proposal and the current spending plan and recommend that that project be funded by reallocation of \$75,000 from the expanded youth programming and \$100,000 from the business recovery line items as the project aligns with the intended purpose of both of these categories and addresses a critical need for both families and businesses.

Background:

The 2020 Yolo County Local Child Care Planning Council Needs Assessment stated an immediate need for the following in Yolo County:

- Strengthening the child care workforce;
- Continued training and technical support for child care providers, including license exempt family, friend, and neighbor;
- Establishing a unified early learning infrastructure; and
- Increased awareness and increased funding for quality subsidized child care.

According to the assessment, there were over 3,700 children ages 0-4 living in Woodland. Approximately 2,500 of the children had all parents in the workforce and needed childcare. At the time of the assessment, there were 1,454 children ages 0-2 and 1,058 children ages 3-4 in need of care. Seventy-seven percent of these were children with all parents in the workforce who were at or below 85% of the state median income and therefore qualified for subsidized childcare. Of all child care requests in Yolo County, 93% were in need of full-time care.

Discussion:

YCOE has approached the City to receive City ARP funding in order to develop a new infant and toddler child care site at Greengate School. The goal of the Sustaining Child Care and Early Learning in Yolo at Greengate School is to create 16 infant and toddler child care slots for children of students at the adjacent Cesar Chavez

Community School. This is a new offering at the school site.

This project would allow teen parents attending Cesar Chavez Community School to have their infant or toddler receive childcare services at the school site, which will also be available for community members. Families participating in this program must meet income requirements based on the 2022-2023 or 2023-2024 state income rankings guidelines. In addition to being income or categorically eligible, the parent/guardian will be required to have a need for services. This may include employment, seeking employment, parental incapacitation, and attending school. The program will continue to network with community agencies that serve high risk and low-income families in Yolo County. This includes the Nurse Home Health Partnership Program, Crisis Nursery, Empower Yolo, Child Welfare Services, and Foster Youth Services. Currently, there are about 30 students at Cesar Chavez Community School that could benefit from this program, because they need child care services or they could earn credit for working at the program (through a Career and Technical Education “CTE” program).

City ARP funds, along with \$400,000 of ARP funds from Yolo County would be used to retrofit a portable classroom that has been donated to YCOE and also for site work, required permits, landscaping and ADA improvements. Building improvements are anticipated to be completed, passing inspection and DSA approval, in December 2023.

YCOE anticipates having the required childcare licensing to operate the facility by February 2024. They intend to open the infant and child care center by March 2024. Funding to operate the childcare program will come from the California Department of Education and the General Childcare and Development Infant and Toddler Funding. The facility will be operated by YCOE Childcare Education Department.

Staff is requesting authorization to enter into an agreement with YCOE that includes the following terms:

1. City will provide funding in two installments (installment 1 in the amount of \$88,000 and installment 2 in the amount of \$87,000) for an amount not to exceed \$175,000 with a term of 1 year. Any unused funds will be retained by or returned to the City.
2. The second installment will be paid upon successful demonstration of expending the first installment payment and a plan for the use of the second installment payment.
3. Funds will be used for retrofitting a portable classroom, site work, required local permits, Division of State Architects permits, inspectors, testing, furnishings, and playground/seating equipment.
4. Progress on the project will proceed according to a schedule of performance with specific milestones that are included in the funding agreement.
5. The infant and child care program shall only serve eligible low income families and will provide a total of 16 infant and child care slots.
6. Priority for infant and child care slots will be given to students at Cesar Chavez Community School and then will be open to low-income community members.
7. The childcare program will be in operation for a minimum of 5 years. Progress reports will be provided to the City twice a year outlining the number of children and their ages in the program, confirming their low income status, and identifying if the child has a parent attending Cesar Chavez Community School.
8. The childcare program will be operational by March 2024 unless mutually agreed upon in writing.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to negotiate and enter into an Agreement with Yolo County Office of Education to provide City funding for Sustaining Child Care and Early Learning in Yolo County at Greengate School and to amend the Fiscal Year 2022/23 budget to appropriate \$175,000 to the General Fund (Fund 101).



Ken Hiatt
City Manager

Attachments:

1. Resolution YCOE Child Care Center

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO
PROVIDE CITY FUNDING TO YOLO COUNTY OFFICE OF EDUCATION FOR A
CHILD CARE CENTER AT GREENGATE SCHOOL AND TO APPROPRIATE
\$175,000 IN FUNDING**

WHEREAS, the demand for child care in Woodland exceeds the availability of childcare; and

WHEREAS, a priority initiative of the City Council of the City of Woodland for 2021 and 2022 is to address community child care needs; and

WHEREAS, there is a need to increase child care opportunities in Woodland, especially for low income teen parents; and

WHEREAS, funding for this project will be provided by General Fund reserves.

NOW THEREFORE BE IT RESOLVED:

Section 1: The City Council of the City of Woodland hereby authorizes the City Manager to negotiate and enter into an Agreement with Yolo County Office of Education to provide City funding to develop a Child Care Center at Greengate School that includes the following terms:

1. City will provide funding in two installments (installment 1 in the amount of \$88,000 and installment 2 in the amount of \$87,000) for an amount not to exceed \$175,000 with a term of 1 year. Any unused funds will be retained by or returned to the City.
2. The second installment will be paid upon successful demonstration of expending the first installment payment and a plan for the use of the second installment payment.
3. Funds will be used for retrofitting a portable classroom, site work, required local permits, Division of State Architects permits, inspectors, testing, furnishings, and playground/seating equipment.
4. Progress on the project will proceed according to a schedule of performance with specific milestones that are included in the funding agreement.
5. The infant and child care program shall only serve eligible low income families and will provide a total of 16 infant and child care slots.
6. Priority for infant and child care slots will be given to students at Cesar Chavez Community School and then will be open to low income community members.
7. The childcare program will be in operation for a minimum of 5 years. Progress reports will be provided to the City twice a year outlining the number of children and their ages in the program, confirming their low income status, and identify if the child has a parent attending Cesar Chavez Community School.
8. The childcare program will be operational by March 2024 unless mutually agreed upon in writing.

Section 2: The City Attorney is hereby authorized to make clarifying and confirming changes to the Agreement.

Section 3: The Fiscal Year 2022/23 budget is hereby amended to appropriate \$175,000 to the General Fund (Fund 101).

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 4th day of October, 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: October 4, 2022
ITEM #: H.10
SUBJECT: Approval of Job Descriptions, Authorized Full Time Equivalent Position Adjustments, and Salary Schedule as of October 1, 2022

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, Approving Changes to the Authorized Full Time Equivalent Positions for Fiscal Year 2022/23, approve changes to several job descriptions and approve the updated salary schedule as of October 1, 2022.

Staff Contact:

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

Fiscal Impact:

The proposed adjustments to authorized staffing and to the revised pay grades associated with the classifications discussed herein are anticipated to have an overall City impact of approximately \$40,000 spread across multiple City funds, with impact to the General Fund estimated at \$20,000. Staff will review the overall budgets for all City funds during the mid-year budget review in February 2023. Although no significant changes are expected as a result of the proposed recommendations herein, any projected shortfalls in funding needed would be identified at that time.

Discussion:

To assist with evolving organizational needs as well as staffing resource challenges, staff is proposing changes to several job descriptions, assigned pay classifications for certain jobs and changes in authorized full time equivalent (FTE) positions. The following is a brief discussion of the items proposed herein.

City Manager's Office of Equity, Environment, Economy and Engagement

The City Manager is establishing an office of Equity, Environment, Economy, and Engagement to bring greater focus to priority topic areas that span the organization as well as the community. At the Council meeting on September 6, 2022, the first step of this process was completed to make adjustments to two job descriptions. The proposed action herein will continue that process through a proposed revision to the existing Business Engagement and Marketing Manager. The proposed new job description and revised title better reflect the work efforts and priorities of the position, especially with respect to the establishment of this new office.

Information Technology

As the City's needs and priorities surrounding information technology continue to change and expand, the job descriptions that currently exist for the position within this department require some revision to better reflect the current duties and assignments within the work group. The City's overall IT staffing levels have historically been, and continue to be, low in comparison to most other comparable public agencies in the surrounding areas. The staff have done an incredible job of adapting and evolving in all areas of technology throughout the City; this was especially apparent during the impact of COVID on City operations. Increased reliance on automated systems, changes to software and hardware, and heightened issues with security will continue to require more expertise and reliance on the IT staff.

Changes to Salary Ranges:

- Business Relations and Resource Conservation Program Manager (formerly Business Engagement and Marketing Manager) range adjusted from 120 to 124 to reflect an increased level of responsibility and complexity of work.
- Programmer Analyst - Added at range 63 (compared to range 60 for the current IT Analyst position) to reflect the increased complexity and autonomy of work.
- GIS Coordinator - Added at range 131 in the Mid Management Professional Association (MMPA) to reflect the increased level of responsibility and supervision over the current GIS Analyst position.
- Data Services Manager and Technical Services Manager - Added at range 136 (compared to range 132 for current Senior Applications Analyst and Senior Systems Analyst) to reflect the increased level of complexity in work and to be better aligned with other public agencies identified as our typical comparison agencies for compensation purposes.
- Chief Information Officer - Added at range 142 (compared to range 138 for current IT Manager) to better align with level of responsibilities.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, Approving Changes to the Authorized Full Time Equivalent Positions for Fiscal Year 2022/23, approve changes to several job descriptions and approve the updated salary schedule as of October 1, 2022.

Prepared by: Kim McKinney, Director of Administrative Services



Ken Hiatt
City Manager

Attachments:

1. Reso - Authorized FTE Changes - IT and Business Relations
2. Chief Information Officer
3. Data Service Manager
4. GIS Coordinator
5. Programmer Analyst Series
6. Technical Services Manager
7. Business Relations and Resource Conservation Program Manager
8. Salary Schedule Oct 1 2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING
CHANGES TO AUTHORIZED FULL TIME EQUIVALENT POSITIONS FOR FISCAL YEAR
2022/23**

WHEREAS, the fiscal year 2022/23 budget for the City of Woodland was approved and adopted by City Council on June 21, 2022; and

WHEREAS, the approved budget included Council authorization of detailed Full-time Equivalent positions, by classification; and

WHEREAS, due to business needs, reorganization of staff within divisions and to more accurately reflect work being performed in certain job classifications, staff has identified a need to revise and/or create new job descriptions for several positions with the Information Technology division and in the City Manager's office; and

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

Section 1. The authorized Full-time Equivalent listing is modified to include the following:

- Business Relations and Resource Conservation Program Manager replaces Business Engagement and Marketing Manager
- Chief Information Officer replaces IT Manager
- Data Services Manager replaces Senior Applications Analyst
- Technical Services Manager replaces Senior Systems Analyst
- GIS Coordinator replaces GIS Analyst
- Programmer Analyst/Senior Programmer Analyst replaces IT Analyst

Section 2. The salary schedule is approved to reflect updated job descriptions and all salary adjustments.

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 4th day of October, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vicky Fernandez, Mayor Pro Tem

ATTEST:

Ana B. Gonzalez, City Clerk



CHIEF INFORMATION OFFICER

DEFINITION

The Chief Information Officer develops, organizes, and implements programs and equipment related to all phases of the city's information technology and communications systems; consults with users and vendors, advising and making recommendations on applications and acquisitions; provides supervision of information technology staff.

SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Administrative Services Director or their designee. Responsibilities include the direct or indirect supervision of professional, technical, and clerical personnel. Exercises discretion and independent judgment.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

ESSENTIAL JOB FUNCTIONS:

Develops, implements, and monitors city-wide information technology goals, objectives, policies, standards, and procedures. Participates in the development and administration of the division budget. Plans, organizes, supervises, and evaluates the activities of professional, technical, and administrative staff in the Information Technology Division. Coordinates with internal and external customers to identify information technology needs and determines appropriate applications. Represents the division and department to outside agencies and organizations; participates in outside community and professional groups and committees; provides technical assistance as necessary. Reviews and approves LAN/WAN connectivity solutions to meet departmental and citywide business needs. Works with technology staff and outside contractors to develop and provide technology tools to automate or streamline business processes. Facilitates the integration of system software and the development of internal and external interfaces. Develops and monitors Citywide security programs. Tracks and documents software product licensing agreements; negotiates and manages contracts and services with vendors. Assists in establishing standards for the use of network system resources. Responds to IT related inquiries from outside agencies regarding City activities. Develops and maintains technical expertise in assigned areas including awareness of current hardware, software, laws, regulations, and rules. Develops, implements, and maintains a disaster-recovery plan. Assists with the day to day administration and maintenance of the technology infrastructure and services.

OTHER JOB FUNCTIONS:

Administer contracts with external service providers and act as contractor liaison. Work with vendors to ensure system operability/functionality and to ensure the

success of system implementations. Maintain a fundamental understanding of technology, practices, and trends, including system development and administration. Assist in assessing the strategic direction of information technology and in developing strategic plans for use of new technology. Conduct studies and analyses related to system administration such as disaster recovery and security audits. Develop budget input for projects, obtain approval as needed from higher authorities, and coordinate implementation plans. Promote safety in the workplace, ensure adherence to security and data confidentiality guidelines, and provide input on operational processes and procedures. Serve in a stand-by status after regular working hours and respond to emergency call-outs as needed to maintain system operations. Make independent decisions on actions to be taken during a call-back and on when to involve other support personnel. Perform general office duties, conduct data entry, prepare and file routine reports and correspondence. Responds to IT related inquiries from outside agencies regarding City activities such as public records requests. Participate with professional groups and associations to maintain a current understanding of the highly changing occupational field. Performs related or other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Principles, procedures, practices, and techniques of management information systems and operations.
- Identification and analysis of systems, computer networks, software, and hardware.
- Principles and practices of complex network, telecommunications, and other infrastructure services.
- Long-term strategic planning in a rapidly changing technical environment.
- Current developments and trends in the field of data processing.
- Principles and practices of supervision, training, and performance evaluation.
- Pertinent laws, rules, and regulations affecting the activities of City government.
- Principles and practices of leadership, motivation, team building, and conflict resolution.

Skill to:

- Plan, organize, supervise, and evaluate the activities of the Information Technology division.
- Understand laws, regulations, and codes, resolve department related issues, cite various rules and procedures, and explain and interpret policy.
- Determine appropriate technology applications and support to City-wide processes and operations
- Perform the most complex and/or politically sensitive work of the department and utilize discretion in the handling and disclosure of confidential information.
- Troubleshoot complex technical problems; develop and implement complex technical solutions on multiple hardware and software platforms.

- Communicate effectively and explain software usage to computer users of all skill levels.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Respond appropriately, effectively, and promptly to the needs of internal and external customers using principles of good customer service.
- Organize and set priorities for a variety of projects and tasks effectively and efficiently to ensure deadlines are met.

Ability to:

- Communicate effectively orally and in written format in a variety of situations and formats
- Provide guidance, supervise, and evaluate lower level technical staff to ensure optimal day-to-day operations. Ensure staff projects are completed by assigned deadlines. Understand the need for staff performance evaluation and disciplinary actions.
- Participate in the development and implementation of city-wide IT goals, objectives, policies, and priorities.
- Provide strategic direction in line with current technology.
- Procurement of software, hardware, service agreements that may include the need to negotiate and utilize public bidding process (RFP, RFQ).
- Provide training to technical staff as required for operational needs.
- Evaluate and recommend software, hardware, and services for purchase.
- Organize and prioritize work, and meet critical time deadlines.
- Work weekends, evenings, or standby, as required.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

MINIMUM EDUCATION AND EXPERIENCE:

Education:

Bachelor's Degree from an accredited college or university with major course work in computer science, information technology, or a closely related field. Master's Degree or advanced technical certification desired.

Experience:

Seven (7) years of increasingly responsible experience in governmental or private sector operations, including responsibility for complex and sophisticated technology operations, including, networking, design, programming, and systems development, including a minimum of three (3) years in a supervisory capacity.

License or Certificate:

Possession of a valid California Driver's License.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.



DATA SERVICES MANAGER

DEFINITION

The Data Services Manager is a management level position and is responsible for assisting the Chief Information Officer in the development, coordination, implementation, maintenance, and support of a city-wide data and business intelligence service to support data-driven decision making.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Chief Information Officer. Responsibilities include direct or indirect supervision of lower level clerical and technical positions, including intern and temporary staff.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

ESSENTIAL JOB FUNCTIONS:

Administer database management environments employing industry best practices. Design, update and install databases for new systems. Monitor and tune databases to obtain optimum performance. Optimize database systems by performing routine maintenance procedures. Install and apply database management patches and upgrades. Ensure data quality, availability, and recoverability for all City databases. Implement database back-up and recovery strategies and procedures. Provide data migration transfers and database refreshes as requested. Create and maintain user permissions, system privileges, passwords, and other security methods for securing access to database systems. Provide technical support in the planning of new database systems including hardware, operating systems, licensing, and storage requirements for new systems. Research, plan, install, configure and test new data related systems; maintain and upgrade existing systems. Locate and define new process improvement opportunities. Provide project management; develop project plans and detailed project objectives; develop and guide project timelines; assess and manage risks; manage issues. Provide advanced level support for the data, analysis, and database related issues. Identify, analyze, and interpret trends or patterns in complex data sets. Assist in the development and maintenance of database policies and procedures. Coordinate assigned functions with and provide support to other departments, other jurisdictions and agencies, and the general public. Conduct user training on a group or individual basis as needed; advise and train information systems personnel on database issues.

OTHER JOB FUNCTIONS:

Administer contracts with external service providers and act as contractor liaison. Work with vendors to ensure system operability/functionality and to ensure the success of system implementations. Maintain a fundamental understanding of technology, practices, and trends, including system development and administration. Assist in

assessing the strategic direction of information technology and in developing strategic plans for use of new technology. Conduct studies and analysis related to system administration such as disaster recovery and security audits. Develop budget input for projects, obtain approval as needed from higher authorities, and coordinate implementation plan. Promote safety in the workplace, ensure adherence to security and data confidentiality guidelines. Provide input on operational processes and procedures. Understand principles and procedures as they relate to application support within municipal environments, such as but not limited to accounting, public safety, public works, and community development. Serve in a stand-by status after regular working hours and respond to emergency call-outs as needed to maintain system operations. Make independent decisions on actions to be taken during a call-back and on when to involve other support personnel. Perform general office duties, conduct data entry, prepare and file routine reports and correspondence. Responds to IT related inquiries from outside agencies regarding City activities such as public records requests. Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service. Participate with professional groups and associations to maintain a current understanding of this highly changing occupational field. Acts as Chief Information Officer in his/her absence. Performs related or other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Current computer industry technology, practices, trends, and terminology
- Physical & virtual environments, hardware and software requirements
- Enterprise cyber security protection including firewalls, spam filter, end point patching and protection, multi-factor authentication, backup / restore solutions
- Laptop, desktop, in-vehicle solution, virtual / cloud offerings
- In-depth understanding and experience with SQL, and SSRS (SQL Server Reporting Services)
- Principles and concepts of business process and software design; relational and distributed database technology; networks and communications; and project management
- Software development methodologies and life cycle
- Software applications such as finance, human resources, utility billing, geographical information systems, and permitting.

Skill to:

- Analyze systems data and situations, identify problems, make decisions, and take appropriate action.
- Data import and export routines and report writing applications.
- Web-based application development and database integration.
- Collect, organize and analyze data.
- Troubleshoot software problems and make appropriate modifications and repairs.
- Prepare accurate correspondence, reports, diagrams, graphs, charts, exhibits, displays, and other descriptive material.
- Understanding of project management and industry wide IT practice and framework (PMP, ITIL, NIST)

- Respond appropriately, effectively, and promptly to the needs of internal and external customers using principles of good customer service.
- Conduct any data entry functions accurately and timely.
- Communicate effectively and explain software usage to computer users of all skill levels.
- Develop cooperative public relations with other City departments, businesses, and the general public

Ability to:

- Communicate effectively orally and in written format in a variety of situations and formats
- Provide guidance, supervise, and evaluate lower level technical staff to ensure optimal day-to-day operations. Ensure staff projects are completed by assigned deadlines. Understand the need for staff performance evaluation and disciplinary actions.
- Participate in the development and implementation of city-wide IT goals, objectives, policies, and priorities.
- Provide strategic direction in line with current technology.
- Procurement of software, hardware, service agreements that may include the need to negotiate and utilize public bidding process (RFP, RFQ).
- Provide training to technical staff as required for operational needs.
- Evaluate and recommend software, hardware, and services for purchase.
- Organize and prioritize work, and meet critical time deadlines.
- Work weekends, evenings, or standby, as required.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

MINIMUM EDUCATION AND EXPERIENCE:

Education & Experience:

Education: Bachelor's degree (or the equivalent of 120 completed semester units) from an accredited college or university with major coursework in computer science, information technology, or a closely related field. Possession of specialized technical related certificates may be substituted for some required education.

Experience: In addition to education, the following experience is required: three years of experience similar to an IT Analyst position with supervisory duties.

OR

Education: Associates degree (or the equivalent of 60 completed semester units) from an accredited college or university with major coursework in computer science, information technology, or closely related field.

Experience: In addition to education, the following experience is required: A minimum of six years of experience similar to an IT Analyst position with supervisory duties, with a minimum of three years of experience held at the City of Woodland IT division.

MCSA: SQL Server certification or equivalent is highly desirable

License or Certificate:

Possession of a valid California Driver's License.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.



GIS COORDINATOR

DEFINITION

The GIS Coordinator is a management level position and is responsible for assisting the Chief Information Officer in the development, coordination, implementation, maintenance, and support of a city-wide Geographic Information Systems (GIS) program.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Chief Information Officer. Responsibilities include direct or indirect supervision of lower level clerical and technical positions, including intern and temporary staff.

EXAMPLES OF DUTIES

Duties may include but not limited to the following:

ESSENTIAL JOB FUNCTIONS:

Designs, implements, updates, and manages GIS software applications for deployment of maps and their related information in paper, digital, and web format employing industry best practices. Coordinates all data sharing, data collection, mapping needs, as well as reporting for different departments, agencies, consultants, general public, and public records requests; develops requirements of applications, hardware, and software to meet those needs. Supervises, reviews, and verifies the work of staff responsible for creating, gathering, and manipulating pertinent geographic data for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications. Recommends and assists in the implementation of goals and objectives; establishes schedules and methods for providing GIS services; implements policies and procedures. Analyses and interprets geographic data; ensures that data quality standards are consistently maintained. Coordinates GIS data conversion and cartographic production activities; prepares maps, drawings, spreadsheets, data files, and other documentation. Creates and maintains user permissions, system privileges, passwords, and other security methods for securing access to GIS environments. Develops, creates, and maintains GIS layers/data elements, such as parcels and address points, consistent with existing standards. Performs digitizing and importing/converting non-spatial data from other sources as required; performs quality control checks.

Interprets plans, photographs, maps, and legal descriptions; provides information to the public, other departments, and developers on mapping and various engineering data. Performs duties using a variety of engineering and mapping software and computer peripherals including GPS, scripting for automated data integration and geo-processing, plotters, printers, and scanners. Represents the City in public and official meetings with other cities, counties, government entities, professional groups, and vendors on GIS matters. Participates in the preparation and administration of the GIS budget; submits budget recommendations; monitors expenditures; evaluates and recommends

acquisition of computer hardware and software as necessary. Provides advanced technical support in the operation of GIS devices or uses of the software. Provides training and assistance to City staff with GIS and GPS programs. Develops and documents GIS and GPS procedures. Provides various reports on operations and activities; identifies opportunities for improvements and recommends to Chief Information Officer. Provide project management; develop project plans and detailed project objectives; develop and guide project timelines; assess and manage risks; manage issues.

OTHER JOB FUNCTIONS:

Administer contracts with external service providers and act as contractor liaison. Work with vendors to ensure system operability/functionality and to ensure the success of system implementations. Maintain a fundamental understanding of technology, practices, and trends, including system development and administration. Assist in assessing the strategic direction of information technology and in developing strategic plans for use of new technology. Conduct studies and analysis related to system administration such as disaster recovery and security audits. Develop budget input for projects, obtain approval as needed from higher authorities, and coordinate implementation plan. Promote safety in the workplace, ensure adherence to security and data confidentiality guidelines. Provide input on operational processes and procedures. Principles and procedures of public safety environment application support. Serve in a stand-by status after regular working hours and respond to emergency call-outs as needed to maintain system operations. Make independent decisions on actions to be taken during a call-back and on when to involve other support personnel. Perform general office duties, conduct data entry, prepare and file routine reports and correspondence. Responds to IT related inquiries from outside agencies regarding City activities such as public records requests. Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service. Participate with professional groups and associations to maintain a current understanding of this highly changing occupational field. Acts as Chief Information Officer in his/her absence. Performs related or other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Current GIS and computer industry technology, practices, trends, and terminology.
- GIS Infrastructure: On premise services, cloud based services, data collection hardware and software
- Database Infrastructure: Integration between Microsoft SQL and ArcGIS
- Programming Language: Python for scripting
- Mobile Applications: GIS Applications built for iOS, Android
- Understanding and experience with multiple database types
- Web-based application development and database integration.
- Principles and procedures as they relate to GIS within municipal environments, such as but not limited to accounting, public safety, public works, and community development.

- Principals and concepts of business process and software design; relational and distributed database technology; networks and communications; and project management
- Software development methodologies and life cycle
- Current trends in information technology software, business systems, hardware, networks, and communications.
- Software applications such as asset management, CAD, utility billing, inspections, permitting, and case management.

Skill to:

- Analyze systems data and situations, identify problems, make decisions, and take appropriate action.
- Data import and export routines and report writing applications.
- Troubleshoot software problems and make appropriate modifications and repairs.
- Prepare accurate correspondence, reports, diagrams, graphs, charts, exhibits, displays, and other descriptive material.
- Understanding of project management and industry wide IT practice and framework (PMP, ITIL, NIST)
- Supervise, train, plan, organize, schedule, assign, review and evaluate the work of assigned staff to most effectively meet the needs of the City.
- Respond appropriately, effectively, and promptly to the needs of internal and external customers using principles of good customer service.
- Collect, organize and analyze data.
- Conduct any data entry functions accurately and timely.
- Communicate effectively and explain software usage to computer users of all skill levels.
- Develop cooperative public relations with other City departments, businesses, and the general public

Ability to:

- Communicate effectively orally and in written format in a variety of situations and formats
- Provide guidance, supervise, and evaluate lower level technical staff to ensure optimal day-to-day operations. Ensure staff projects are completed by assigned deadlines. Understand the need for staff performance evaluation and disciplinary actions.
- Participate in the development and implementation of city-wide IT goals, objectives, policies, and priorities.
- Provide strategic direction in line with current technology.
- Procurement of software, hardware, service agreements that may include the need to negotiate and utilize public bidding process (RFP, RFQ).
- Provide training to technical staff as required for operational needs.
- Evaluate and recommend software, hardware, and services for purchase.
- Organize and prioritize work, and meet critical time deadlines.
- Work weekends, evenings, or standby, as required.
- Meet the physical requirements necessary to safely and effectively perform the assigned duties.

MINIMUM EDUCATION AND EXPERIENCE:

Education & Experience:

Education: Bachelor's degree (or the equivalent of 120 completed semester units) from an accredited college or university with major coursework in computer science, geography, information technology, or closely related field. Possession of specialized technical related certificates may be substituted for some required education.

Experience: In addition to education, the following experience is required: three years of experience similar to a GIS Analyst position with supervisory duties.

OR

Education: Associates degree (or the equivalent of 60 completed semester units) from an accredited college or university with major coursework in computer science, geography, information technology, or closely related field.

Experience: In addition to education, the following experience is required: A minimum of six years of experience similar to a GIS Analyst position with supervisory duties, with a minimum of three years of experience held in the City of Woodland IT Division. ***GISP: GIS Professional Certification***

License or Certificate:

Possession of a valid California Driver's License.

FAA Remote Pilot Certification (needed within one year of hire date)

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.



PROGRAMMER ANALYST SENIOR PROGRAMER ANALYST

DEFINITION

Under general supervision, the Programmer Analyst job class performs a variety of professional, technical, and analytical duties involving requirements analysis, design, application development, testing, implementation, administration, and support of new and existing systems and databases.

SUPERVISION RECEIVED AND EXERCISED

Immediate supervision is provided by the Data Services Manager or their designee. Responsibilities may include the indirect supervision of lower level clerical and technical positions.

Programmer Analyst:

This class is the working level class in the Programmer Analyst series. Positions in the series are flexibly staffed. Incumbents in this class are expected to perform a wide variety of computer programming and assist in the review and development of existing or new systems for computer programming.

Senior Programmer Analyst:

This is an advanced journey level of the Programmer Analyst series. Incumbents in this class are expected to utilize a considerable degree of independent judgment as it relates to systems analysis and design; perform the most difficult and complex analysis, design, and maintenance of automated and manual computer systems; and direct others in training less experienced analyst staff. Must have at least four (4) years of experience as a Programmer Analyst or equivalent job experience.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

ESSENTIAL JOB FUNCTION:

Plans and manages information technology related projects involving mission critical applications, complex systems, and sophisticated processes. This includes maintenance, modification, testing, and integration of applications and databases. Develop schedules and methods to accomplish assignments ensuring work is completed in a timely and efficient manner. Designs and/or creates database structures, data migration/conversion techniques for system(s) conversions, or upgrades. Applies analytical and advanced design techniques in developing new programs or systems or modifying existing ones. Provide project management for major and/or complex system installations and application migration efforts. Facilitate testing, training, and rollout of new or modified systems. Provide expertise in the use of business applications and identify application problems and solutions through

application modifications or process changes. Coordinate and monitor information technology operational systems for the City including analyzing, diagnosing, maintaining, and troubleshooting assigned systems. Perform complex configuration, modification, testing, and implementation of vendor software. Serve as a trainer for staff regarding new procedures and software applications. Prepare and maintain documentation and end user instructions. Schedule and provide coverage for on-call assignments. Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

OTHER JOB FUNCTIONS:

Maintain a fundamental understanding of technology, practices, and trends, including system development and administration. Assist in assessing the strategic direction of information technology and in developing strategic plans for use of new technology. Promote safety in the workplace, ensure adherence to security and data confidentiality guidelines, and provide input on operational processes and procedures. Principles and procedures of public safety environment application support. Serve in a stand-by status after regular working hours and respond to emergency call-outs as needed to maintain system operations. Make independent decisions on actions to be taken during a call-back and on when to involve other support personnel. Perform general office duties, conduct data entry, prepare and file routine reports and correspondence. Participate with professional groups and associations to maintain a current understanding of the highly changing occupational field. Performs related or other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- In-depth understanding and experience with SQL, and SSRS (SQL Server Reporting Services)
- Advanced principles and practices of information technology systems, systems analysis, programming, and application documentation.
- Databases, networks, servers, and operating systems.
- Effective report writing, documentation, and research for highly complex technical work.
- Software development methodologies and life cycles.
- Current trends in information technology software, business systems, hardware, networks, and communications.
- Commonly used programming/scripting languages and frameworks, databases, and operating systems on multiple hardware platforms. Including but not limited to HTML, JavaScript, PHP, .NET, Python, PowerShell, etc.
- Software applications such as finance, human resources, utility billing, geographical information systems, permitting, and asset management.
- Principles and procedures as they relate to application support within municipal environments, such as but not limited to accounting, public safety, public works, and community development.

Skill to:

- Analyze systems data and situations, identify problems, make decisions, and take appropriate action.
- Data import and export routines and report writing applications.
- Develop desktop and web-based applications as well as integrate with databases and application interfaces.
- Respond appropriately, effectively, and promptly to the needs of internal and external customers using principles of good customer service.
- Develop cooperative public relations with other City departments, businesses, and the general public

Ability to:

- Communicate effectively orally and in written format in a variety of situations and formats.
- Participate in the development and implementation of city-wide IT goals, objectives, policies, and priorities.
- Provide strategic direction in line with current technology.
- Provide training to technical staff as required for operational need.
- Evaluate and recommend software, hardware and services for purchase.
- Organize and prioritize work, and meet critical time deadlines.

Operate and maintain a wide variety of computer systems hardware and software. Communicate effectively, both orally and in writing. Establish and maintain effective work relationships with coworkers and those contacted in the performance of required duties. Work with minimal supervision. Meet the physical requirements necessary to safely and effectively perform the assigned duties.

MINIMUM EDUCATION AND EXPERIENCE:

Education:

Associates degree (or the equivalent of 60 completed semester units) from an accredited college or university with major coursework in computer science, information technology, or closely related field.

Experience:

Five years of experience performing duties of a Programmer, Systems, or Application Analyst for a large organization or municipal government.

License or Certificate:

Possession of a valid California Driver's License.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.



TECHNICAL SERVICES MANAGER

DEFINITION

The Technical Services Manager is a management level position and is responsible for assisting the Chief Information Officer in the design, development, implementation, and maintenance of complex technology projects. Additional duties include planning, organizing, leading, and managing the technical staff with overall day-to-day functions of IT's network-operations unit which includes the following areas: server, network infrastructure, data storage, telecom services, and helpdesk.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Chief Information Officer. Responsibilities include direct or indirect supervision of lower level clerical and technical positions, including interns and temporary staff.

EXAMPLES OF DUTIES

Duties may include but are not limited to the following:

ESSENTIAL JOB FUNCTIONS:

Conduct day-to-day system administration tasks such as reviewing system logs, providing remedies to system abnormalities, and performing system maintenance. Design, plan, and implement new software/hardware with minimal downtime. Configure, troubleshoot, and perform maintenance of core network hardware, such as firewall, routers, and switches. Analyze and resolve network problems, and management of network devices. Manage user access and policies in coordination with the current security mandate. Coordinate and manage multi-shareholder complex projects and facilitate technical issues. Supervise subordinate staff to ensure customer requests are met efficiently. Plan and coordinate subordinate staff schedules to ensure effective use of staff's time. Assist staff in configuration and troubleshooting of tier II/III requests. Conduct studies and analyses related to system administration such as disaster recovery and security audits. Act as project lead for other projects that may originate in other City departments. Examples include - audio visual, camera systems, radio systems, and building access systems.

OTHER JOB FUNCTIONS:

Administer contracts with external service providers and act as contractor liaison. Work with vendors to ensure system operability/functionality and to ensure the success of system implementations. Maintain a fundamental understanding of technology, practices, and trends, including system development and administration. Assist in assessing the strategic direction of information technology and in developing strategic plans for use of new technology. Conduct studies and analysis related to system administration such as disaster recovery and security audits. Develop budget input for

projects, obtain approval as needed from higher authorities, and coordinate implementation plan. Promote safety in the workplace, ensure adherence to security and data confidentiality guidelines. Provide input on operational processes and procedures. Understand principles and procedures as they relate to application support within municipal environments, such as but not limited to accounting, public safety, public works, and community development. Serve in a stand-by status after regular working hours and respond to emergency call-outs as needed to maintain system operations. Make independent decisions on actions to be taken during a call-back and on when to involve other support personnel. Perform general office duties, conduct data entry, prepare and file routine reports and correspondence. Responds to IT related inquiries from outside agencies regarding City activities such as public records requests. Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service. Participate with professional groups and associations to maintain a current understanding of this highly changing occupational field. Acts as Chief Information Officer in their absence. Performs related or other duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Current trends in information technology software, business systems, hardware, networks, and communications
- Physical and virtual environments, hardware and software requirements.
- Enterprise cybersecurity protection including firewall configuration, spam filter, end point patching and protection, multi-factor authentication, backup/restore solutions
- Laptop, desktop, in-vehicle solution, virtual / cloud offerings
- Network Bridges, Microwave, Security Cameras, Audio Visual...
- Storage Area Networks, Network Attached Storage, and iSCSI
- Video Conferencing, projectors, sound systems
- Standard testing and troubleshooting techniques.
- Infrastructure services including Domain Authentication, DNS, DHCP, NTP, DFS, VSS, SSO, RADIUS, IIS, and KMS.
- Enterprise antivirus solutions and enterprise backup and disaster recovery solutions
- Microsoft SQL database servers, and File, Print, and Application servers; Microsoft database applications and MS Office
- Microsoft Exchange servers and Office365

Skill to:

- Provide overall guidance on citywide cyber security/data integrity objectives.
- Troubleshoot software problems and make appropriate modifications and repairs.
- Install, configure and maintain a VMWare virtual environment.
- Understanding of Windows server operating systems and basic Linux operations.
- Automate processes using advanced scripting techniques.

- Manage user and groups, e-mail accounts, logon scripts, group policies, and access permissions.
- Monitors server logs and performance data, and configures servers and networks to maximize performance.
- Prepare accurate correspondence, reports, diagrams, graphs, charts, exhibits, displays, and other descriptive material.
- Understanding of project management and industry wide IT practice and framework (PMP, ITIL, NIST).
- Respond appropriately, effectively, and promptly to the needs of internal and external customers using principles of good customer service.
- Conduct any data entry functions accurately and timely.
- Develop cooperative public relations with other City departments, businesses, and the general public.

Ability to:

- Communicate effectively orally and in written format in a variety of situations and formats
- Provide guidance, supervise, and evaluate lower level technical staff to ensure optimal day-to-day operations. Ensure staff projects are completed by assigned deadlines. Understand the need for staff performance evaluation and disciplinary actions.
- Participate in the development and implementation of city-wide IT goals, objectives, policies, and priorities. Provide strategic direction in line with current technology.
- Procurement of software, hardware, and service agreements that may include the need to negotiate and utilize public bidding process (RFP, RFQ).
- Provide training to technical staff as required for operational needs. Provide overall guidance on citywide cyber security / data integrity objectives.
- Evaluate and recommend software, hardware, and services for purchase.
- Organize and prioritize work, and meet critical time deadlines.
- Maintain systems after hours to allow higher availability for staff.
- Prepares clear and concise program documentation, user procedures, and instructions.

MINIMUM EDUCATION AND EXPERIENCE:

Education & Experience

Education: Bachelor's degree (or the equivalent of 120 completed semester units) from an accredited college or university with major coursework in computer science, information technology, or closely related field. Possession of specialized technical related certificates may be substituted for some required education.

Experience: In addition to education, the following experience is required: three years of experience similar to an IT Analyst position with supervisory duties.

OR

Education: Associates degree (or the equivalent of 60 completed semester units) from an accredited college or university with major coursework in computer science, information technology, or closely related field.

Experience: In addition to education, the following experience is required: Minimum six years of experience similar to an IT Analyst position with supervisory duties, with a minimum of three years of experience held at the City of Woodland IT Division.

License or Certificate:

Possession of a valid California Driver's License.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Very Heavy Work: Exerting in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects.

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

Environmental Factors: May be subjected to moving mechanical parts, electrical currents, vibrations, fumes, odors, dusts, gases, poor ventilation, chemicals, oils, extreme temperatures, work space restrictions, intense noises, and environmental dangers.



Business Engagement / Resource Conservation Program Manager

Position

This position coordinates and executes a variety of economic development, marketing, environmental, sustainability, research, technical analysis, and community engagement tasks. This position serves as a critical member of the City Manager's office of Equity, Environment, Economy, and Engagement and works closely with the City Manager and/or designee to develop and implement strategic initiatives to enhance the quality of life and improve community resiliency.

SUPERVISION RECEIVED AND EXERCISED

The Program Manager: Business Engagement / Resource Conservation has full responsibility for the management of every aspect of a project, works with supervision, and has a level of independence to gather information on specific projects. General direction is provided by the City Manager and Communications and Strategic Policy Manager and/or designee. Incumbents may oversee a project team consisting of technical personnel staff assigned to a project or may have supervisory duties, depending on the department's need.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Assists in evaluating and determining needs, defining goals and strategies, and recommending actions to carry out a variety of business promotion, environmental conservation, and community engagement.

- Serves as the primary contact to business organizations, travel, food and agriculture industry stakeholders, and relevant community members to provide information about the City's economic development assets, activities, etc.
- Serve as brand ambassador for the City's The Food Front initiative at the local and regional level, including at meetings, events, and conferences.
- Manage various conservation and open space enhancement projects.
- Research, develop, and execute innovative business recruitment, expansion, support, incentive, and expansion programs.
- Foster and manage public/private/non-profit partnerships and conduct consistent outreach to relevant stakeholders.
- Solicit and evaluate proposals and oversee consultant contracts/proposals, and project budgets.
- Attend, actively participate in, and – when relevant - lead meetings with local and regional business, development, and outdoor space organizations.
- Collaborate with academia and industry to create workforce training programs.

- Design effective marketing, digital advertising, and multimedia materials to promote economic development and outdoor space programs, partnerships, and services.
- Manage, develop, analyze, and track engagement across social media platforms.
- Develop reports, e-newsletters, press releases, and prepare and package information in an effective and attractive format.
- Prepare internal communications to share with councilmembers and city staff regarding economic development priorities, business incentive programs, new businesses announcements, conservation and open space enhancement projects, and metrics tracking the business community's economic performance.
- Plan, execute, and promote a range of community events.
- Manage installation of art in public places projects as assigned.
- Research, write, and manage the implementation of grants when relevant and in support of strategic initiatives and City Council priority goals.
- Administrative duties as needed.
- Regular, predictable, consistent and timely attendance is an essential function of the position, in that Employee must be present to work to complete assigned tasks.
- Other duties as assigned.

Knowledge of

- Principles and practices of business development, sustainability, and resource conservation, including implementing outreach and education programs.
- Understanding of business marketing and branding.
- Knowledge of and experience using social media platforms (Facebook, Twitter, Instagram, YouTube, etc.) for marketing purposes.
- Graphic Design Skills: Familiar with design programs such as Canva, Publisher, Apple Pages, Adobe InDesign, Adobe Photoshop, other applications as appropriate.
- Knowledge of Webpage development and management using such open source management systems such as Wordpress.
- Knowledge of social media and blog platforms.

Skill in

- Effective communication across multiple methods including oral, written, and graphic (Spanish fluency is a plus).
- Project management including project-specific budget development and tracking, managing multiple stakeholders, and meeting deadlines.
- Evaluating and using data from various social media platforms (Facebook, Twitter, Instagram, YouTube, etc.) for marketing purposes
- Developing graphics utilizing various Graphic Design programs
- Knowledge of Webpage development and management using WordPress
- Proficient in Microsoft Office Suite
- Fundraising and grant writing experience is a plus.
- Photography and video experience is a plus.

Ability to:

- Strengthen existing and build new relationships with local community members and regional partners.

- Identify and support opportunities for collaboration among community and industry partners.
- Effectively plan, organize, and direct programs relating to the areas of assigned responsibility
- Formulate and write accurate, technical reports.
- Supervise, train, mentor, and evaluate subordinates
- Manage multiple projects simultaneously and self-motivate
- Communicate in multiple languages, particularly Spanish, highly desired

EXPERIENCE AND EDUCATION

Any combination of education and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a Bachelor's Degree from an accredited college or university with major work in community development, economic development, marketing, business, journalism, history or related field.

Experience:

Minimum of three (3) years of experience working in a business and/or government relations field. Experience using various social media platforms for marketing and communications.

Bilingual is desirable.

Knowledge of grant writing and fundraising experience are desirable.

Certificates. Driver License: Possession of a valid California Class C Driver License at the time of appointment.

ADA COMPLIANCE

Physical Ability: Positions in this class typically require climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, and repetitive motions.

Heavy Work: Exerting in excess of 25 pounds of force occasionally

Other Requirements:

Sensory Requirements: Requires the ability to recognize and identify similarities and differences between shade, degree or value of colors, shapes, sounds, forms, textures or physical appearance associated with objects and people.

CITY OF WOODLAND - SALARY SCHEDULE

Effective October 1, 2022

REGULAR FULL-TIME EMPLOYEES - MONTHLY SALARY

CLASSIFICATION	RANGE	UNIT	A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I	116	MM	\$5,178.43	\$5,437.34	\$5,709.21	\$5,994.66	\$6,294.40	\$6,609.12		
Accountant II	120	MM	\$5,716.01	\$6,001.81	\$6,301.89	\$6,616.98	\$6,947.83	\$7,295.23		
Accounting Technician	45	GS	\$4,506.63	\$4,731.96	\$4,968.56	\$5,216.99	\$5,477.84	\$5,751.73		
Administrative Clerk I	28	GS	\$2,961.73	\$3,109.82	\$3,265.31	\$3,428.58	\$3,600.00	\$3,780.00		
Administrative Clerk II	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Administrative Clerk III	36	GS	\$3,608.59	\$3,789.02	\$3,978.48	\$4,177.41	\$4,386.28	\$4,605.60		
Administrative Secretary	42	GS	\$4,184.85	\$4,394.10	\$4,613.80	\$4,844.50	\$5,086.71	\$5,341.05		
Administrative Supervisor	47	GS	\$4,734.78	\$4,971.52	\$5,220.10	\$5,481.10	\$5,755.16	\$6,042.92		
Aquatics Coordinator	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Aquatics Supervisor	48	GS	\$4,853.14	\$5,095.80	\$5,350.60	\$5,618.13	\$5,899.03	\$6,193.98		
Assist City Manager/Comm & Econ Dev Dir	Contract		\$12,463.47				\$16,001.30			
Assistant Engineer	125	MM	\$6,467.13	\$6,790.49	\$7,130.01	\$7,486.52	\$7,860.84	\$8,253.88		
Assistant Planner	118	MM	\$5,440.57	\$5,712.60	\$5,998.23	\$6,298.15	\$6,613.05	\$6,943.70		
Associate Civil Engineer	131	MM	\$7,499.89	\$7,874.88	\$8,268.63	\$8,682.05	\$9,116.17	\$9,571.98		
Associate Engineer	127	MM	\$6,794.53	\$7,134.26	\$7,490.96	\$7,865.53	\$8,258.80	\$8,671.74		
Associate Planner	124	MM	\$6,309.40	\$6,624.87	\$6,956.11	\$7,303.91	\$7,669.12	\$8,052.57		
Building Inspection Services Manager	132	MM	\$7,687.38	\$8,071.76	\$8,475.34	\$8,899.11	\$9,344.07	\$9,811.27		
Building Inspector I	49	GS	\$4,974.48	\$5,223.20	\$5,484.36	\$5,758.58	\$6,046.50	\$6,348.83		
Building Inspector II	53	GS	\$5,490.89	\$5,765.44	\$6,053.71	\$6,356.39	\$6,674.21	\$7,007.92		
Business Engagement / Resource Conservation Pr	124	MM	\$6,309.40	\$6,624.87	\$6,956.11	\$7,303.91	\$7,669.12	\$8,052.57		
Chief Building Official	140	MM	\$9,366.34	\$9,834.65	\$10,326.39	\$10,842.70	\$11,384.84	\$11,954.08		
Chief Information Officer	142	MM	\$9,840.51	\$10,332.52	\$10,849.16	\$11,391.62	\$11,961.20	\$12,559.26		
Chief Collection Systems Operator	132	MM	\$7,687.38	\$8,071.76	\$8,475.34	\$8,899.11	\$9,344.07	\$9,811.28		
Chief Plant Operator	132	MM	\$7,687.38	\$8,071.76	\$8,475.34	\$8,899.11	\$9,344.07	\$9,811.28		
Chief Project Engineer	145	MM	\$10,597.16	\$11,127.00	\$11,683.37	\$12,267.53	\$12,880.90	\$13,524.94		
Chief Water Systems Operator	132	MM	\$7,687.38	\$8,071.76	\$8,475.34	\$8,899.11	\$9,344.07	\$9,811.27		
Children's Librarian II	118	MM	\$5,440.57	\$5,712.59	\$5,998.23	\$6,298.15	\$6,613.05	\$6,943.70		
City Clerk	Contract		\$7,630.73				\$10,598.24			
City Engineer	145	MM	\$10,597.15	\$11,127.00	\$11,683.37	\$12,267.53	\$12,880.90	\$13,524.94		
City Manager	Contract						\$23,504.00			
Code Compliance Officer I	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Code Compliance Officer II	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		
Communications and Strategic Policy Manager	134	MM	\$8,071.75	\$8,475.35	\$8,899.11	\$9,344.07	\$9,811.27	\$10,301.84		
Community Development Clerk I	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Community Development Clerk II	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Community Development Director	Contract		\$11,305.55				\$14,682.50			
Community Development Technician I	42	GS	\$4,184.85	\$4,394.10	\$4,613.80	\$4,844.50	\$5,086.71	\$5,341.05		
Community Development Technician II	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Community Risk Reduction Specialist I	Base	F	\$5,003.33	\$5,253.73	\$5,516.40	\$5,792.23	\$6,081.82			
Community Risk Reduction Specialist II	Base	F	\$5,380.23	\$5,649.26	\$5,931.72	\$6,228.30	\$6,539.73			
Community Risk Reduction Specialist Senior	Base	F	\$5,957.26	\$6,255.14	\$6,567.90	\$6,896.29	\$7,241.11			

Community Services Director	Contract		\$11,305.55				\$14,682.50			
Community Services Officer	Base	P	\$4,283.15	\$4,497.30	\$4,722.16	\$4,958.29	\$5,206.20	\$5,466.52		
Community Services Program Manager	125	MM	\$6,467.13	\$6,790.49	\$7,130.01	\$7,486.52	\$7,860.84	\$8,253.88		
Conservation Coordinator	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Construction Project Manager	129	MM	\$7,138.50	\$7,495.43	\$7,870.19	\$8,263.71	\$8,676.90	\$9,110.74		
Crime Prevention Specialist	Base	P	\$4,283.15	\$4,497.30	\$4,722.16	\$4,958.29	\$5,206.20	\$5,466.52		
Data Services Manager	136	MM	\$8,485.44	\$8,909.71	\$9,355.20	\$9,822.96	\$10,314.10	\$10,829.81		
Deputy Chief (aka Police Captain)	Base	PM	\$11,445.75	\$12,018.05	\$12,618.95	\$13,249.91	\$13,912.39	\$14,608.02	\$15,338.42	\$16,105.35
Deputy Director of Community Development	Contract		\$9,927.40				\$12,727.43			
Deputy Fire Chief	Flat	FM	\$11,213.73	\$11,774.41	\$12,363.13	\$12,981.27	\$13,741.27			
Director of Administrative Services	Contract		\$11,305.55				\$14,682.50			
Economic Development Manager	136	MM	\$8,485.44	\$8,909.71	\$9,355.20	\$9,822.96	\$10,314.10	\$10,829.81		
Electrical / Signs & Markings Supervisor	134	MM	\$8,071.75	\$8,475.35	\$8,899.10	\$9,344.06	\$9,811.28	\$10,301.84		
Electrician's Assistant	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Engineering Aide I	33	GS	\$3,350.93	\$3,518.48	\$3,694.41	\$3,879.12	\$4,073.07	\$4,276.73		
Engineering Aide II	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Engineering Assistant	56	GS	\$5,913.09	\$6,208.75	\$6,519.19	\$6,845.14	\$7,187.40	\$7,546.77		
Engineering Technician I	44	GS	\$4,396.71	\$4,616.55	\$4,847.38	\$5,089.75	\$5,344.24	\$5,611.45		
Engineering Technician II	48	GS	\$4,853.14	\$5,095.80	\$5,350.60	\$5,618.13	\$5,899.03	\$6,193.98		
Engineering Technician III	52	GS	\$5,356.97	\$5,624.81	\$5,906.06	\$6,201.36	\$6,511.43	\$6,837.00		
Environmental Compliance Inspector I	39	GS	\$3,886.05	\$4,080.35	\$4,284.38	\$4,498.59	\$4,723.52	\$4,959.70		
Environmental Compliance Inspector II	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Environmental Compliance Specialist	49	GS	\$4,974.48	\$5,223.20	\$5,484.36	\$5,758.58	\$6,046.50	\$6,348.83		
Environmental Resources Analyst	127	MM	\$6,794.53	\$7,134.26	\$7,490.96	\$7,865.53	\$8,258.80	\$8,671.73		
Environmental Sustainability Manager	131	MM	\$7,499.89	\$7,874.88	\$8,268.63	\$8,682.05	\$9,116.17	\$9,571.98		
Equipment Service Clerk	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Equipment Service Worker	34	GS	\$3,434.71	\$3,606.44	\$3,786.76	\$3,976.10	\$4,174.91	\$4,383.66		
Executive Assistant - Confidential		C	\$4,650.80	\$4,883.34	\$5,127.51	\$5,383.89	\$5,653.08	\$5,935.74		
Facility Maintenance Worker I	35	GS	\$3,520.57	\$3,696.61	\$3,881.43	\$4,075.50	\$4,279.28	\$4,493.25		
Facility Maintenance Worker II	41	GS	\$4,082.78	\$4,286.92	\$4,501.27	\$4,726.33	\$4,962.65	\$5,210.78		
Facility Maintenance Worker III	45	GS	\$4,506.63	\$4,731.96	\$4,968.56	\$5,216.99	\$5,477.84	\$5,751.73		
Finance Clerk I	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42		
Finance Clerk II	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Finance Clerk III	41	GS	\$4,082.78	\$4,286.92	\$4,501.27	\$4,726.33	\$4,962.65	\$5,210.78		
Finance Director	Contract		\$9,562.32				\$12,275.28			
Finance Officer	141	MM	\$9,600.50	\$10,080.51	\$10,584.54	\$11,113.78	\$11,669.47	\$12,252.94		
Finance Specialist	41	GS	\$4,082.78	\$4,286.92	\$4,501.27	\$4,726.33	\$4,962.65	\$5,210.78		
Finance Supervisor	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12		
Financial Services Manager	136	MM	\$8,485.44	\$8,909.71	\$9,355.20	\$9,822.96	\$10,314.10	\$10,829.81		
Fire Battalion Chief	Flat	FM	\$9,830.42	\$10,321.93	\$10,838.03	\$11,379.94	\$11,948.93			
Fire Captain	Base	F	\$7,931.13	\$8,327.68	\$8,744.07	\$9,181.28	\$9,640.33			
Fire Chief	Contract		\$12,096.94				\$15,710.28			
Fire Engineer	Base	F	\$6,883.36	\$7,227.53	\$7,588.91	\$7,968.36	\$8,366.76			
Fire Marshal	Flat	FM	\$9,830.42	\$10,321.93	\$10,838.03	\$11,379.94	\$11,948.93			
Fire Prevention Specialist I (aka Community Risk Reduction I)	Base	F	\$5,003.33	\$5,253.73	\$5,516.40	\$5,792.23	\$6,081.82			

Fire Prevention Specialist II (aka Community Risk Reduction)	Base	F	\$5,380.23	\$5,649.26	\$5,931.72	\$6,228.30	\$6,539.73			
Firefighter	Base	F	\$6,065.12	\$6,368.37	\$6,686.78	\$7,021.13	\$7,372.17			
Firefighter Recruit	Base	F	\$5,458.61							
Fleet & Facilities Manager	131	MM	\$7,499.88	\$7,874.89	\$8,268.63	\$8,682.06	\$9,116.17	\$9,571.98		
GIS Coordinator	131	MM	\$7,499.88	\$7,874.89	\$8,268.63	\$8,682.06	\$9,116.17	\$9,571.98		
GIS Technician I	49	GS	\$4,974.48	\$5,223.20	\$5,484.36	\$5,758.58	\$6,046.51	\$6,348.83		
GIS Technician II	53	GS	\$5,490.89	\$5,765.44	\$6,053.71	\$6,356.39	\$6,674.21	\$7,007.92		
Heavy Equipment Mechanic	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Housing Analyst I (formerly Redevelopment & Housing Analyst I)	120	MM	\$5,716.01	\$6,001.81	\$6,301.88	\$6,616.98	\$6,947.83	\$7,295.23		
Housing Analyst II (formerly Redevelopment & Housing Analyst II)	124	MM	\$6,309.40	\$6,624.87	\$6,956.11	\$7,303.91	\$7,669.12	\$8,052.57		
Human Resources Analyst I		C	\$5,658.85	\$5,941.79	\$6,238.88	\$6,550.82	\$6,878.36	\$7,222.28		
Human Resources Analyst II		C	\$6,402.47	\$6,722.59	\$7,058.72	\$7,411.66	\$7,782.24	\$8,171.35		
Human Resources Clerk		C	\$3,572.51	\$3,751.15	\$3,938.71	\$4,135.64	\$4,342.43	\$4,559.55		
Human Resources Manager		C	\$9,041.14	\$9,493.20	\$9,967.85	\$10,466.25	\$10,989.56	\$11,539.04		
Human Resources Technician I		C	\$4,246.59	\$4,458.92	\$4,681.86	\$4,915.95	\$5,161.75	\$5,419.83		
Human Resources Technician II		C	\$4,734.88	\$4,971.63	\$5,220.21	\$5,481.21	\$5,755.28	\$6,043.04		
Industrial Electrical/Electronics Technician	58	GS	\$6,212.44	\$6,523.06	\$6,849.21	\$7,191.68	\$7,551.26	\$7,928.83		
Information Technology Technician I	48	GS	\$4,853.14	\$5,095.80	\$5,350.60	\$5,618.13	\$5,899.03	\$6,193.98		
Information Technology Technician II	52	GS	\$5,356.97	\$5,624.81	\$5,906.06	\$6,201.36	\$6,511.43	\$6,837.00		
Infrastructure O & M Superintendent	132	MM	\$7,687.38	\$8,071.76	\$8,475.34	\$8,899.11	\$9,344.07	\$9,811.28		
Junior Engineer	121	MM	\$5,858.90	\$6,151.84	\$6,459.44	\$6,782.41	\$7,121.54	\$7,477.62		
Junior Planner	113	MM	\$4,808.68	\$5,049.10	\$5,301.56	\$5,566.64	\$5,844.98	\$6,137.22		
Laboratory & Environmental Compliance Mgr.	129	MM	\$7,138.50	\$7,495.43	\$7,870.19	\$8,263.71	\$8,676.90	\$9,110.74		
Laboratory Supervisor	127	MM	\$6,794.53	\$7,134.25	\$7,490.96	\$7,865.53	\$8,258.80	\$8,671.73		
Laboratory Technician I	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Laboratory Technician II	47	GS	\$4,734.78	\$4,971.52	\$5,220.10	\$5,481.10	\$5,755.16	\$6,042.92		
Librarian I	114	MM	\$4,928.90	\$5,175.34	\$5,434.11	\$5,705.81	\$5,991.09	\$6,290.65		
Librarian II	118	MM	\$5,440.57	\$5,712.59	\$5,998.23	\$6,298.15	\$6,613.05	\$6,943.70		
Librarian III	122	MM	\$6,005.37	\$6,305.64	\$6,620.94	\$6,951.97	\$7,299.58	\$7,664.55		
Library Services Director	Contract		\$8,005.77				\$10,277.33			
Library Technical Assistant I	29	GS	\$3,035.77	\$3,187.57	\$3,346.95	\$3,514.30	\$3,690.01	\$3,874.51		
Library Technical Assistant II	33	GS	\$3,350.93	\$3,518.48	\$3,694.41	\$3,879.12	\$4,073.07	\$4,276.73		
Library Technical Assistant III	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71		
Light Equipment Mechanic	41	GS	\$4,082.78	\$4,286.92	\$4,501.27	\$4,726.33	\$4,962.65	\$5,210.78		
Literacy Coordinator	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Maintenance Supervisor	53	GS	\$5,490.89	\$5,765.44	\$6,053.71	\$6,356.39	\$6,674.21	\$7,007.92		
Maintenance Worker I	35	GS	\$3,520.57	\$3,696.61	\$3,881.43	\$4,075.50	\$4,279.28	\$4,493.25		
Maintenance Worker II	40	GS	\$3,983.21	\$4,182.37	\$4,391.48	\$4,611.06	\$4,841.61	\$5,083.69		
Maintenance Worker III	44	GS	\$4,396.71	\$4,616.55	\$4,847.38	\$5,089.75	\$5,344.24	\$5,611.45		
Management Analyst I	120	MM	\$5,716.01	\$6,001.80	\$6,301.88	\$6,616.98	\$6,947.83	\$7,295.23		
Management Analyst II	125	MM	\$6,467.12	\$6,790.49	\$7,130.01	\$7,486.52	\$7,860.83	\$8,253.88		
Meter Services Technician	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Office Manager	115	MM	\$5,052.11	\$5,304.71	\$5,569.95	\$5,848.45	\$6,140.88	\$6,447.92		
Operations and Maintenance Superintendent	137	MM	\$8,697.58	\$9,132.46	\$9,589.09	\$10,068.54	\$10,571.97	\$11,100.57		
Park Maintenance Technician	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		

Park Maintenance Worker I	35	GS	\$3,520.57	\$3,696.61	\$3,881.43	\$4,075.50	\$4,279.28	\$4,493.25		
Park Maintenance Worker II	39	GS	\$3,886.05	\$4,080.35	\$4,284.38	\$4,498.59	\$4,723.52	\$4,959.70		
Park Maintenance Worker III	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59		
Park Planner	132	MM	\$7,687.38	\$8,071.76	\$8,475.34	\$8,899.11	\$9,344.07	\$9,811.28		
Park Superintendent	132	MM	\$7,687.38	\$8,071.76	\$8,475.34	\$8,899.11	\$9,344.07	\$9,811.28		
Park Supervisor	51	GS	\$5,226.32	\$5,487.63	\$5,762.01	\$6,050.11	\$6,352.61	\$6,670.25		
Planning Manager	140	MM	\$9,366.34	\$9,834.65	\$10,326.39	\$10,842.70	\$11,384.84	\$11,954.08		
Police Captain	Base	PM	\$11,445.75	\$12,018.05	\$12,618.95	\$13,249.91	\$13,912.39	\$14,608.02	\$15,338.42	\$16,105.35
Police Chief	Contract		\$15,233.94				\$20,044.66			
Police Crime and Intelligence Analyst	Base	PS	\$5,491.01	\$5,765.57	\$6,053.84	\$6,356.53	\$6,674.35			
Police Lieutenant	Base	PM	\$10,413.80	\$10,934.49	\$11,481.22	\$12,055.29	\$12,658.06	\$13,290.96	\$13,955.51	\$14,653.29
Police Officer	Base	P	\$6,507.08	\$6,832.43	\$7,174.05	\$7,532.76	\$7,909.39	\$8,304.86	\$8,720.12	
Police Officer Recruit (Non-Safety)	Base		\$5,856.37							
Police Records Manager	120	MM	\$5,716.01	\$6,001.80	\$6,301.88	\$6,616.98	\$6,947.83	\$7,295.23		
Police Records Specialist	Base	P	\$3,801.68	\$3,991.74	\$4,191.34	\$4,400.90	\$4,620.96			
Police Records Supervisor	Base	PS	\$5,150.93	\$5,408.46	\$5,678.89	\$5,962.87	\$6,261.02			
Police Sergeant	Base	PS	\$7,527.24	\$7,903.61	\$8,298.79	\$8,713.73	\$9,149.42	\$9,606.89	\$10,087.24	\$10,591.60
Pool and Recreation Facility Technician (formerly Pool and Facility Technician)	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Pool Facility Technician	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52		
Programmer Anlayst	63	GS	\$7,028.81	\$7,380.25	\$7,749.26	\$8,136.73	\$8,543.56	\$8,970.74		
Principal Civil Engineer	141	MM	\$9,600.50	\$10,080.51	\$10,584.54	\$11,113.78	\$11,669.47	\$12,252.94		
Principal Planner	136	MM	\$8,485.44	\$8,909.71	\$9,355.20	\$9,822.96	\$10,314.10	\$10,829.81		
Principal Utilities Civil Engineer	141	MM	\$9,600.50	\$10,080.51	\$10,584.54	\$11,113.78	\$11,669.47	\$12,252.94		
Public Works Director	Contract		\$11,305.55				\$14,682.50			
Public Works O&M Infrastructure Admin	141	MM	\$9,600.50	\$10,080.51	\$10,584.54	\$11,113.78	\$11,669.47	\$12,252.94		
Purchasing Manager	123	MM	\$6,155.51	\$6,463.28	\$6,786.45	\$7,125.77	\$7,482.06	\$7,856.16		
Recreation Coordinator	36	GS	\$3,608.59	\$3,789.02	\$3,978.48	\$4,177.41	\$4,386.28	\$4,605.60		
Recreation Superintendent	131	MM	\$7,499.89	\$7,874.88	\$8,268.63	\$8,682.05	\$9,116.17	\$9,571.98		
Recreation Supervisor	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		
Redev. & Housing Analyst I (renamed to Housing Analyst I)	120	MM	\$5,716.01	\$6,001.81	\$6,301.88	\$6,616.98	\$6,947.83	\$7,295.23		
Redev. & Housing Analyst II (renamed to Housing Analyst II)	124	MM	\$6,309.40	\$6,624.87	\$6,956.11	\$7,303.91	\$7,669.12	\$8,052.57		
Redevelopment Manager	136	MM	\$8,485.44	\$8,909.71	\$9,355.20	\$9,822.96	\$10,314.10	\$10,829.81		
Secretary to City Manager		C	\$4,770.05	\$5,008.56	\$5,258.99	\$5,521.94	\$5,798.03	\$6,087.94		
Senior Accountant	125	MM	\$6,467.13	\$6,790.49	\$7,130.01	\$7,486.52	\$7,860.84	\$8,253.88		
Senior Associate Civil Engineer	134	MM	\$8,076.57	\$8,480.39	\$8,904.42	\$9,349.63	\$9,817.12	\$10,307.98		
Senior Building Inspector	57	GS	\$6,060.92	\$6,363.97	\$6,682.16	\$7,016.26	\$7,367.08	\$7,735.44		
Senior Building Plans Examiner	58	GS	\$6,212.44	\$6,523.06	\$6,849.21	\$7,191.68	\$7,551.26	\$7,928.83		
Senior Center Manager	120	MM	\$5,716.01	\$6,001.81	\$6,301.88	\$6,616.98	\$6,947.83	\$7,295.23		
Senior Civil Engineer	138	MM	\$8,915.01	\$9,360.76	\$9,828.80	\$10,320.23	\$10,836.25	\$11,378.07		
Senior Construction Project Manager	131	MM	\$7,499.89	\$7,874.88	\$8,268.63	\$8,682.05	\$9,116.17	\$9,571.98		
Senior Engineering Assistant	58	GS	\$6,212.44	\$6,523.06	\$6,849.21	\$7,191.68	\$7,551.26	\$7,928.83		
Senior Environmental Resources Analyst	131	MM	\$7,499.89	\$7,874.88	\$8,268.63	\$8,682.05	\$9,116.17	\$9,571.98		
Senior Equipment Mechanic	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		
Senior Human Resources Analyst		C	\$7,362.84	\$7,730.98	\$8,117.53	\$8,523.40	\$8,949.57	\$9,397.05		

Senior Maintenance Worker	47	GS	\$4,734.78	\$4,971.52	\$5,220.10	\$5,481.10	\$5,755.16	\$6,042.92	
Senior Management Analyst	131	MM	\$7,499.89	\$7,874.88	\$8,268.63	\$8,682.05	\$9,116.17	\$9,571.98	
Senior Planner	132	MM	\$7,687.38	\$8,071.76	\$8,475.33	\$8,899.11	\$9,344.07	\$9,811.27	
Senior Police Records Specialist	Base	P	\$4,181.84	\$4,390.93	\$4,610.48	\$4,841.02	\$5,083.08		
Senior Signs and Markings Technician	45	GS	\$4,506.63	\$4,731.96	\$4,968.56	\$5,216.99	\$5,477.84	\$5,751.73	
Senior Traffic Signal/Street Lighting Tech	60	GS	\$6,526.94	\$6,853.30	\$7,195.96	\$7,555.76	\$7,933.55	\$8,330.22	
Senior Tree Trimmer	45	GS	\$4,506.63	\$4,731.96	\$4,968.56	\$5,216.99	\$5,477.84	\$5,751.73	
Senior Utilities Maintenance Worker (Sewer)	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12	
Senior Utilities Maintenance Worker (Water)	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12	
Senior Water Pollution Control Operator	67	GS	\$7,758.49	\$8,146.41	\$8,553.73	\$8,981.42	\$9,430.49	\$9,902.02	
Senior Water Quality Specialist	58	GS	\$6,212.44	\$6,523.06	\$6,849.21	\$7,191.68	\$7,551.26	\$7,928.83	
Senior Water System Operator	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12	
Senior Water/Wastewater Instrumentation Tech	66	GS	\$7,569.25	\$7,947.71	\$8,345.10	\$8,762.34	\$9,200.46	\$9,660.49	
Signs and Markings Tech I	39	GS	\$3,886.05	\$4,080.35	\$4,284.38	\$4,498.59	\$4,723.52	\$4,959.70	
Signs and Markings Tech II	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59	
Social Services Manager	132	MM	\$7,687.38	\$8,071.76	\$8,475.33	\$8,899.11	\$9,344.07	\$9,811.27	
Sports Manager	125	MM	\$6,467.13	\$6,790.49	\$7,130.01	\$7,486.52	\$7,860.84	\$8,253.88	
Stock Clerk	32	GS	\$3,269.20	\$3,432.66	\$3,604.30	\$3,784.51	\$3,973.73	\$4,172.42	
Storekeeper	35	GS	\$3,520.57	\$3,696.61	\$3,881.43	\$4,075.50	\$4,279.28	\$4,493.25	
Technical Services Manager	136	MM	\$8,485.44	\$8,909.71	\$9,355.20	\$9,822.96	\$10,314.10	\$10,829.81	
Traffic Signal / Street Lighting Technician	56	GS	\$5,913.09	\$6,208.75	\$6,519.19	\$6,845.14	\$7,187.40	\$7,546.77	
Transportation Engineer	134	MM	\$8,076.57	\$8,480.39	\$8,904.42	\$9,349.63	\$9,817.12	\$10,307.98	
Treatment Plant Mechanic	54	GS	\$5,628.16	\$5,909.58	\$6,205.05	\$6,515.31	\$6,841.07	\$7,183.12	
Treatment Plant Superintendent	137	MM	\$8,697.58	\$9,132.46	\$9,589.09	\$10,068.54	\$10,571.97	\$11,100.57	
Tree Trimmer I	39	GS	\$3,886.05	\$4,080.35	\$4,284.38	\$4,498.59	\$4,723.52	\$4,959.70	
Tree Trimmer II	43	GS	\$4,289.47	\$4,503.94	\$4,729.15	\$4,965.61	\$5,213.89	\$5,474.59	
Underground Utility Service Locator	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52	
Utilities Administrator	141	MM	\$9,600.50	\$10,080.51	\$10,584.54	\$11,113.78	\$11,669.47	\$12,252.94	
Utilities Maintenance Supervisor	53	GS	\$5,490.89	\$5,765.44	\$6,053.71	\$6,356.39	\$6,674.21	\$7,007.92	
Utilities Maintenance Worker I	37	GS	\$3,698.80	\$3,883.75	\$4,077.93	\$4,281.83	\$4,495.91	\$4,720.71	
Utilities Maintenance Worker II	42	GS	\$4,184.85	\$4,394.10	\$4,613.80	\$4,844.50	\$5,086.71	\$5,341.05	
Utilities Maintenance Worker III (Sewer)	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52	
Utilities Maintenance Worker III (Water)	46	GS	\$4,619.29	\$4,850.26	\$5,092.78	\$5,347.42	\$5,614.78	\$5,895.52	
Utilities Maintenance Worker IV (Sewer)	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55	
Utilities Maintenance Worker IV (Water)	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55	
Wastewater Systems Administrator	141	MM	\$9,600.50	\$10,080.51	\$10,584.54	\$11,113.78	\$11,669.47	\$12,252.94	
Water / Wastewater Instrumental Technician	62	GS	\$6,857.37	\$7,200.24	\$7,560.25	\$7,938.27	\$8,335.18	\$8,751.94	
Water Pollution Control Facility Superintendent	141	MM	\$9,600.50	\$10,080.51	\$10,584.54	\$11,113.78	\$11,669.47	\$12,252.94	
Water Pollution Control O-I-T	40	GS	\$3,983.21	\$4,182.37	\$4,391.48	\$4,611.06	\$4,841.61	\$5,083.69	
Water Pollution Control Operator I	51	GS	\$5,226.32	\$5,487.63	\$5,762.01	\$6,050.11	\$6,352.61	\$6,670.25	
Water Pollution Control Operator II	55	GS	\$5,768.86	\$6,057.31	\$6,360.18	\$6,678.18	\$7,012.09	\$7,362.69	
Water Pollution Control Operator III	59	GS	\$6,367.75	\$6,686.13	\$7,020.44	\$7,371.46	\$7,740.05	\$8,127.05	
Water Pollution Control Operator IV	63	GS	\$7,028.81	\$7,380.24	\$7,749.25	\$8,136.71	\$8,543.54	\$8,970.72	
Water Quality Specialist I	48	GS	\$4,853.14	\$5,095.80	\$5,350.60	\$5,618.13	\$5,899.03	\$6,193.98	
Water Quality Specialist II	52	GS	\$5,356.97	\$5,624.81	\$5,906.06	\$6,201.36	\$6,511.43	\$6,837.00	

Water Systems Administrator	141	MM	\$9,600.50	\$10,080.51	\$10,584.54	\$11,113.78	\$11,669.47	\$12,252.94		
Water Systems Operator I	42	GS	\$4,184.85	\$4,394.10	\$4,613.80	\$4,844.50	\$5,086.71	\$5,341.05		
Water Systems Operator II	50	GS	\$5,098.84	\$5,353.78	\$5,621.46	\$5,902.54	\$6,197.67	\$6,507.55		

TEMPORARY / PART-TIME / SEASONAL EMPLOYEES - HOURLY WAGES										
CLASSIFICATION			A STEP	B STEP	C STEP	D STEP	E STEP	F STEP	G STEP	H STEP
Accountant I	116	MM	29.88	31.37	32.94	34.59	36.31	38.13		
Accountant II	120	MM	32.98	34.63	36.36	38.18	40.08	42.09		
Accounting Technician	45	GS	26.00	27.30	28.67	30.10	31.60	33.18		
Administrative Clerk I	28	GS	17.09	17.94	18.84	19.78	20.77	21.81		
Administrative Clerk II	32	GS	18.86	19.80	20.79	21.83	22.93	24.07		
Administrative Clerk III	36	GS	20.82	21.86	22.95	24.10	25.31	26.57		
Administrative Secretary	42	GS	24.14	25.35	26.62	27.95	29.35	30.81		
Administrative Supervisor	47	GS	27.32	28.68	30.12	31.62	33.20	34.86		
Aquatics Coordinator	32	GS	18.86	19.80	20.79	21.83	22.93	24.07		
Aquatics Supervisor	48	GS	28.00	29.40	30.87	32.41	34.03	35.74		
Assist City Manager/Comm & Econ Dev Dir	Contract		71.91				92.32			
Assistant Engineer	125	MM	37.31	39.18	41.14	43.19	45.35	47.62		
Assistant Planner	118	MM	31.39	32.96	34.61	36.34	38.15	40.06		
Associate Civil Engineer	131	MM	43.27	45.43	47.70	50.09	52.59	55.22		
Associate Engineer	127	MM	39.20	41.16	43.22	45.38	47.65	50.03		
Associate Planner	124	MM	36.40	38.22	40.13	42.14	44.25	46.46		
Building Inspection Services Manager	132	MM	44.35	46.57	48.90	51.34	53.91	56.60		
Building Inspector I	49	GS	28.70	30.13	31.64	33.22	34.88	36.63		
Building Inspector II	53	GS	31.68	33.26	34.93	36.67	38.51	40.43		
Chief Building Official	140	MM	54.04	56.74	59.58	62.56	65.68	68.97		
Chief Collection Systems Operator	132	MM	44.35	46.57	48.90	51.34	53.91	56.60		
Chief Plant Operator	132	MM	44.35	46.57	48.90	51.34	53.91	56.60		
Chief Project Engineer	145	MM	61.14	64.20	67.41	70.78	74.31	78.03		
Chief Water Systems Operator	132	MM	44.35	46.57	48.90	51.34	53.91	56.60		
Children's Librarian II	118	MM	31.39	32.96	34.61	36.34	38.15	40.06		
City Clerk	Contract		44.02				61.14			
City Engineer	145	MM	61.14	64.20	67.41	70.78	74.31	78.03		
City Manager	Contract						135.60			
Code Compliance Officer I	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Code Compliance Officer II	50	GS	29.42	30.89	32.43	34.05	35.76	37.54		
Communications and Strategic Policy Manager	134	MM	46.57	48.90	51.34	53.91	56.60	59.43		
Community Development Clerk I	32	GS	18.86	19.80	20.79	21.83	22.93	24.07		
Community Development Clerk II	37	GS	21.34	22.41	23.53	24.70	25.94	27.24		
Community Development Director	Contract		65.23				84.71			
Community Development Technician I	42	GS	24.14	25.35	26.62	27.95	29.35	30.81		
Community Development Technician II	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		

Community Risk Reduction Specialist I	Base	F	28.87	30.31	31.83	33.42	35.09	0.00		
Community Risk Reduction Specialist II	Base	F	31.04	32.59	34.22	35.93	37.73	0.00		
Community Risk Reduction Specialist Senior	Base	F	34.37	36.09	37.89	39.79	41.78	0.00		
Community Services Director	Contract		65.23	0.00	0.00	0.00	84.71	0.00		
Community Services Officer	Base	P	24.71	25.95	27.24	28.61	30.04	31.54		
Community Services Program Manager	125	MM	37.31	39.18	41.14	43.19	45.35	47.62		
Conservation Coordinator	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Construction Project Manager	129	MM	41.18	43.24	45.41	47.68	50.06	52.56		
Crime Prevention Specialist	Base	P	24.71	25.95	27.24	28.61	30.04	31.54		
Deputy Chief (aka Police Captain)	Base	PM	66.03	69.34	72.80	76.44	80.27	84.28	88.49	92.92
Deputy Director of Community Development	Contract		57.27				73.43			
Deputy Fire Chief	Flat	FM	64.70	67.93	71.33	74.89	79.28			
Director of Administrative Services	Contract		65.23				84.71			
Economic Development Manager	136	MM	48.96	51.40	53.97	56.67	59.51	62.48		
Electrical / Signs & Markings Supervisor	134	MM	46.57	48.90	51.34	53.91	56.60	59.43		
Electrician's Assistant	43	GS	24.75	25.98	27.28	28.65	30.08	31.58		
Engineering Aide I	33	GS	19.33	20.30	21.31	22.38	23.50	24.67		
Engineering Aide II	37	GS	21.34	22.41	23.53	24.70	25.94	27.24		
Engineering Assistant	56	GS	34.11	35.82	37.61	39.49	41.47	43.54		
Engineering Technician I	44	GS	25.37	26.63	27.97	29.36	30.83	32.37		
Engineering Technician II	48	GS	28.00	29.40	30.87	32.41	34.03	35.74		
Engineering Technician III	52	GS	30.91	32.45	34.07	35.78	37.57	39.44		
Environmental Compliance Inspector I	39	GS	22.42	23.54	24.72	25.95	27.25	28.61		
Environmental Compliance Inspector II	43	GS	24.75	25.98	27.28	28.65	30.08	31.58		
Environmental Compliance Specialist	49	GS	28.70	30.13	31.64	33.22	34.88	36.63		
Environmental Resources Analyst	127	MM	39.20	41.16	43.22	45.38	47.65	50.03		
Environmental Sustainability Manager	131	MM	43.27	45.43	47.70	50.09	52.59	55.22		
Equipment Service Clerk	32	GS	18.86	19.80	20.79	21.83	22.93	24.07		
Equipment Service Worker	34	GS	19.82	20.81	21.85	22.94	24.09	25.29		
Executive Assistant - Confidential	0	C	26.83	28.17	29.58	31.06	32.61	34.25		
Facility Maintenance Worker I	35	GS	20.31	21.33	22.39	23.51	24.69	25.92		
Facility Maintenance Worker II	41	GS	23.55	24.73	25.97	27.27	28.63	30.06		
Facility Maintenance Worker III	45	GS	26.00	27.30	28.67	30.10	31.60	33.18		
Finance Clerk I	32	GS	18.86	19.80	20.79	21.83	22.93	24.07		
Finance Clerk II	37	GS	21.34	22.41	23.53	24.70	25.94	27.24		
Finance Clerk III	41	GS	23.55	24.73	25.97	27.27	28.63	30.06		
Finance Director	Contract	0	55.17				70.82			
Finance Officer	141	MM	55.39	58.16	61.07	64.12	67.33	70.69		
Finance Specialist	41	GS	23.55	24.73	25.97	27.27	28.63	30.06		
Finance Supervisor	54	GS	32.47	34.09	35.80	37.59	39.47	41.44		
Financial Services Manager	136	MM	48.96	51.40	53.97	56.67	59.51	62.48		
Fire Battalion Chief	Flat	FM	56.72	59.55	62.53	65.65	68.94			
Fire Captain	Base	F	45.76	48.05	50.45	52.97	55.62			
Fire Chief	Contract		69.79				90.64			
Fire Engineer	Base	F	39.71	41.70	43.78	45.97	48.27			

Fire Marshal	Flat	FM	56.72	59.55	62.53	65.65	68.94		
Fire Prevention Specialist I (aka Community Risk Redu	Base	F	28.87	30.31	31.83	33.42	35.09		
Fire Prevention Specialist II (aka Community Risk Red	Base	F	31.04	32.59	34.22	35.93	37.73		
Firefighter	Base	F	34.99	36.74	38.58	40.51	42.53		
Firefighter Recruit	Base	F	31.49	0.00	0.00	0.00	0.00		
Fleet & Facilities Manager	131	MM	43.27	45.43	47.70	50.09	52.59	55.22	
GIS Coordinator	131	MM	43.27	45.43	47.70	50.09	52.59	55.22	
GIS Technician I	49	GS	28.70	30.13	31.64	33.22	34.88	36.63	
GIS Technician II	53	GS	31.68	33.26	34.93	36.67	38.51	40.43	
Heavy Equipment Mechanic	46	GS	26.65	27.98	29.38	30.85	32.39	34.01	
Housing Analyst I (formerly Redevelopment & Housing	120	MM	32.98	34.63	36.36	38.18	40.08	42.09	
Housing Analyst II (formerly Redevelopment & Housing	124	MM	36.40	38.22	40.13	42.14	44.25	46.46	
Human Resources Analyst I		C	32.65	34.28	35.99	37.79	39.68	41.67	
Human Resources Analyst II		C	36.94	38.78	40.72	42.76	44.90	47.14	
Human Resources Clerk		C	20.61	21.64	22.72	23.86	25.05	26.31	
Human Resources Manager		C	52.16	54.77	57.51	60.38	63.40	66.57	
Human Resources Technician I		C	24.50	25.73	27.01	28.36	29.78	31.27	
Human Resources Technician II		C	27.32	28.68	30.12	31.62	33.20	34.86	
Industrial Electrical/Electronics Technician	58	GS	35.84	37.63	39.52	41.49	43.57	45.74	
Programmer Anlayst	63	GS	40.55	42.58	44.71	46.94	49.29	51.76	
Chief Information Officer	142	MM	56.77	59.61	62.59	65.72	69.01	72.46	
Information Technology Technician I	48	GS	28.00	29.40	30.87	32.41	34.03	35.74	
Information Technology Technician II	52	GS	30.91	32.45	34.07	35.78	37.57	39.44	
Infrastructure O & M Superintendent	132	MM	44.35	46.57	48.90	51.34	53.91	56.60	
Junior Engineer	121	MM	33.80	35.49	37.27	39.13	41.09	43.14	
Junior Planner	113	MM	27.74	29.13	30.59	32.12	33.72	35.41	
Laboratory & Environmental Compliance Mgr.	129	MM	41.18	43.24	45.41	47.68	50.06	52.56	
Laboratory Supervisor	127	MM	39.20	41.16	43.22	45.38	47.65	50.03	
Laboratory Technician I	43	GS	24.75	25.98	27.28	28.65	30.08	31.58	
Laboratory Technician II	47	GS	27.32	28.68	30.12	31.62	33.20	34.86	
Librarian I	114	MM	28.44	29.86	31.35	32.92	34.56	36.29	
Librarian II	118	MM	31.39	32.96	34.61	36.34	38.15	40.06	
Librarian III	122	MM	34.65	36.38	38.20	40.11	42.11	44.22	
Library Services Director	Contract		46.19				59.29		
Library Technical Assistant I	29	GS	17.51	18.39	19.31	20.28	21.29	22.35	
Library Technical Assistant II	33	GS	19.33	20.30	21.31	22.38	23.50	24.67	
Library Technical Assistant III	37	GS	21.34	22.41	23.53	24.70	25.94	27.24	
Light Equipment Mechanic	41	GS	23.55	24.73	25.97	27.27	28.63	30.06	
Literacy Coordinator	46	GS	26.65	27.98	29.38	30.85	32.39	34.01	
Maintenance Supervisor	53	GS	31.68	33.26	34.93	36.67	38.51	40.43	
Maintenance Worker I	35	GS	20.31	21.33	22.39	23.51	24.69	25.92	
Maintenance Worker II	40	GS	22.98	24.13	25.34	26.60	27.93	29.33	
Maintenance Worker III	44	GS	25.37	26.63	27.97	29.36	30.83	32.37	
Management Analyst I	120	MM	32.98	34.63	36.36	38.18	40.08	42.09	
Management Analyst II	125	MM	37.31	39.18	41.14	43.19	45.35	47.62	

Business Engagement / Resource Conservation Progr	124	MM	36.40	38.22	40.13	42.14	44.25	46.46		
Meter Services Technician	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Office Manager	115	MM	29.15	30.60	32.13	33.74	35.43	37.20		
Operations and Maintenance Superintendent	137	MM	50.18	52.69	55.32	58.09	60.99	64.04		
Park Maintenance Technician	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Park Maintenance Worker I	35	GS	20.31	21.33	22.39	23.51	24.69	25.92		
Park Maintenance Worker II	39	GS	22.42	23.54	24.72	25.95	27.25	28.61		
Park Maintenance Worker III	43	GS	24.75	25.98	27.28	28.65	30.08	31.58		
Park Planner	132	MM	44.35	46.57	48.90	51.34	53.91	56.60		
Park Superintendent	132	MM	44.35	46.57	48.90	51.34	53.91	56.60		
Park Supervisor	51	GS	30.15	31.66	33.24	34.91	36.65	38.48		
Planning Manager	140	MM	54.04	56.74	59.58	62.56	65.68	68.97		
Police Captain	Base	PM	66.03	69.34	72.80	76.44	80.27	84.28	88.49	92.92
Police Chief	Contract	0	87.89				115.64			
Police Crime and Intelligence Analyst	Base	PS	31.68	33.26	34.93	36.67	38.51			
Police Lieutenant	Base	PM	60.08	63.08	66.24	69.55	73.03	76.68	80.51	84.54
Police Officer	Base	P	37.54	39.42	41.39	43.46	45.63	47.91	50.31	
Police Officer Recruit (Non-Safety)	Base	0	33.79							
Police Records Manager	120	MM	32.98	34.63	36.36	38.18	40.08	42.09		
Police Records Specialist	Base	P	21.93	23.03	24.18	25.39	26.66			
Police Records Supervisor	Base	PS	29.72	31.20	32.76	34.40	36.12			
Police Sergeant	Base	PS	43.43	45.60	47.88	50.27	52.79	55.43	58.20	61.11
Pool and Recreation Facility Technician (formerly Pool	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Pool Facility Technician	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Principal Civil Engineer	141	MM	55.39	58.16	61.07	64.12	67.33	70.69		
Principal Planner	136	MM	48.96	51.40	53.97	56.67	59.51	62.48		
Principal Utilities Civil Engineer	141	MM	55.39	58.16	61.07	64.12	67.33	70.69		
Public Works Director	Contract	0	65.23				84.71			
Public Works O&M Infrastructure Admin	141	MM	55.39	58.16	61.07	64.12	67.33	70.69		
Purchasing Manager	123	MM	35.51	37.29	39.15	41.11	43.17	45.32		
Recreation Coordinator	36	GS	20.82	21.86	22.95	24.10	25.31	26.57		
Recreation Superintendent	131	MM	43.27	45.43	47.70	50.09	52.59	55.22		
Recreation Supervisor	50	GS	29.42	30.89	32.43	34.05	35.76	37.54		
Redev. & Housing Analyst I (renamed to Housing Anal	120	MM	32.98	34.63	36.36	38.18	40.08	42.09		
Redev. & Housing Analyst II (renamed to Housing Ana	124	MM	36.40	38.22	40.13	42.14	44.25	46.46		
Redevelopment Manager	136	MM	48.96	51.40	53.97	56.67	59.51	62.48		
Secretary to City Manager	0	C	27.52	28.90	30.34	31.86	33.45	35.12		
Senior Accountant	125	MM	37.31	39.18	41.14	43.19	45.35	47.62		
Technical Services Manager	136	MM	48.96	51.40	53.97	56.67	59.51	62.48		
Senior Associate Civil Engineer	134	MM	46.60	48.93	51.37	53.94	56.64	59.47		
Senior Building Inspector	57	GS	34.97	36.72	38.55	40.48	42.50	44.63		
Senior Building Plans Examiner	58	GS	35.84	37.63	39.52	41.49	43.57	45.74		
Senior Center Manager	120	MM	32.98	34.63	36.36	38.18	40.08	42.09		
Senior Civil Engineer	138	MM	51.43	54.01	56.71	59.54	62.52	65.64		
Senior Construction Project Manager	131	MM	43.27	45.43	47.70	50.09	52.59	55.22		

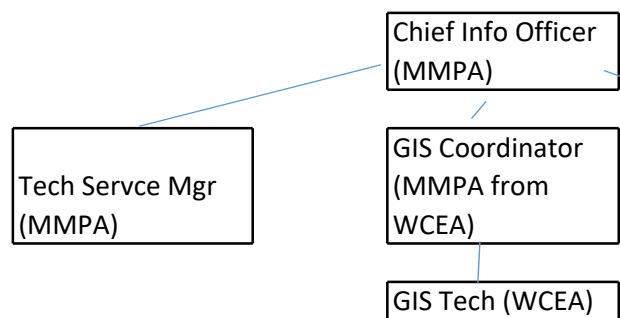
Senior Engineering Assistant	58	GS	35.84	37.63	39.52	41.49	43.57	45.74		
Senior Environmental Resources Analyst	131	MM	43.27	45.43	47.70	50.09	52.59	55.22		
Senior Equipment Mechanic	131	GS	29.42	30.89	32.43	34.05	35.76	37.54		
Senior Human Resources Analyst	0	C	42.48	44.60	46.83	49.17	51.63	54.21		
Senior Maintenance Worker	47	GS	27.32	28.68	30.12	31.62	33.20	34.86		
Senior Management Analyst	131	MM	43.27	45.43	47.70	50.09	52.59	55.22		
Senior Planner	132	MM	44.35	46.57	48.90	51.34	53.91	56.60		
Senior Police Records Specialist	Base	P	24.13	25.33	26.60	27.93	29.33			
Senior Signs and Markings Technician	45	GS	26.00	27.30	28.67	30.10	31.60	33.18		
Data Services Manager	136	MM	48.96	51.40	53.97	56.67	59.51	62.48		
Senior Traffic Signal/Street Lighting Tech	60	GS	37.66	39.54	41.52	43.59	45.77	48.06		
Senior Tree Trimmer	45	GS	26.00	27.30	28.67	30.10	31.60	33.18		
Senior Utilities Maintenance Worker (Sewer)	54	GS	32.47	34.09	35.80	37.59	39.47	41.44		
Senior Utilities Maintenance Worker (Water)	54	GS	32.47	34.09	35.80	37.59	39.47	41.44		
Senior Water Pollution Control Operator	67	GS	44.76	47.00	49.35	51.82	54.41	57.13		
Senior Water Quality Specialist	58	GS	35.84	37.63	39.52	41.49	43.57	45.74		
Senior Water System Operator	54	GS	32.47	34.09	35.80	37.59	39.47	41.44		
Senior Water/Wastewater Instrumentation Tech	66	GS	43.67	45.85	48.15	50.55	53.08	55.73		
Signs and Markings Tech I	39	GS	22.42	23.54	24.72	25.95	27.25	28.61		
Signs and Markings Tech II	43	GS	24.75	25.98	27.28	28.65	30.08	31.58		
Social Services Manager	132	MM	44.35	46.57	48.90	51.34	53.91	56.60		
Sports Manager	125	MM	37.31	39.18	41.14	43.19	45.35	47.62		
Stock Clerk	32	GS	18.86	19.80	20.79	21.83	22.93	24.07		
Storekeeper	35	GS	20.31	21.33	22.39	23.51	24.69	25.92		
Traffic Signal / Street Lighting Technician	56	GS	34.11	35.82	37.61	39.49	41.47	43.54		
Transportation Engineer	134	MM	46.60	48.93	51.37	53.94	56.64	59.47		
Treatment Plant Mechanic	54	GS	32.47	34.09	35.80	37.59	39.47	41.44		
Treatment Plant Superintendent	137	MM	50.18	52.69	55.32	58.09	60.99	64.04		
Tree Trimmer I	39	GS	22.42	23.54	24.72	25.95	27.25	28.61		
Tree Trimmer II	43	GS	24.75	25.98	27.28	28.65	30.08	31.58		
Underground Utility Service Locator	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Utilities Administrator	141	MM	55.39	58.16	61.07	64.12	67.33	70.69		
Utilities Maintenance Supervisor	53	GS	31.68	33.26	34.93	36.67	38.51	40.43		
Utilities Maintenance Worker I	37	GS	21.34	22.41	23.53	24.70	25.94	27.24		
Utilities Maintenance Worker II	42	GS	24.14	25.35	26.62	27.95	29.35	30.81		
Utilities Maintenance Worker III (Sewer)	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Utilities Maintenance Worker III (Water)	46	GS	26.65	27.98	29.38	30.85	32.39	34.01		
Utilities Maintenance Worker IV (Sewer)	50	GS	29.42	30.89	32.43	34.05	35.76	37.54		
Utilities Maintenance Worker IV (Water)	50	GS	29.42	30.89	32.43	34.05	35.76	37.54		
Wastewater Systems Administrator	141	MM	55.39	58.16	61.07	64.12	67.33	70.69		
Water / Wastewater Instrumental Technician	62	GS	39.56	41.54	43.62	45.80	48.09	50.49		
Water Pollution Control Facility Superintendent	141	MM	55.39	58.16	61.07	64.12	67.33	70.69		
Water Pollution Control O-I-T	40	GS	22.98	24.13	25.34	26.60	27.93	29.33		
Water Pollution Control Operator I	51	GS	30.15	31.66	33.24	34.91	36.65	38.48		
Water Pollution Control Operator II	55	GS	33.28	34.95	36.69	38.53	40.46	42.48		

Water Pollution Control Operator III	59	GS	36.74	38.57	40.50	42.53	44.65	46.89		
Water Pollution Control Operator IV	63	GS	40.55	42.58	44.71	46.94	49.29	51.76		
Water Quality Specialist I	48	GS	28.00	29.40	30.87	32.41	34.03	35.74		
Water Quality Specialist II	52	GS	30.91	32.45	34.07	35.78	37.57	39.44		
Water Systems Administrator	141	MM	55.39	58.16	61.07	64.12	67.33	70.69		
Water Systems Operator I	42	GS	24.14	25.35	26.62	27.95	29.35	30.81		
Water Systems Operator II	50	GS	29.42	30.89	32.43	34.05	35.76	37.54		

TEMPORARY PART-TIME EMPLOYEES - HOURLY WAGES										
			A STEP	B STEP	C STEP	D STEP	E STEP			
Activity Leader I			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
Activity Leader II			\$15.75	\$16.00	\$16.25	\$16.50	\$16.75			
Activity Manager			\$16.25	\$16.50	\$16.75	\$17.00	\$17.25			
Cashier			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
Counselor			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
Intern			\$15.00	\$15.50	\$16.00	\$16.50	\$17.00			
Library Page			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
Lifeguard / Aide			\$16.25	\$16.50	\$16.75	\$17.00	\$17.25			
Lifeguard / Instructor			\$16.75	\$17.00	\$17.25	\$17.50	\$17.75			
Pool Manager			\$18.00	\$18.25	\$18.50	\$18.75	\$19.00			
Recreation Facility Aide			\$17.75	\$18.00	\$18.25	\$18.50	\$18.75			
Special Program Coordinator			\$17.50	\$17.75	\$18.00	\$18.25	\$18.50			
Swim Instructor Aide			\$15.00	\$15.25	\$15.50	\$15.75	\$16.00			
			Approved by City Council: October 4, 2022							

Current					
GIS Analyst	62	GS	\$6,857.37	\$7,200.24	\$7,560.25
Information Technology Analyst	60	GS	\$6,526.94	\$6,853.30	\$7,195.96
Senior Application Analyst	132	MM	\$7,687.38	\$8,071.76	\$8,475.34
Information Technology Manager	138	MM	\$8,915.01	\$9,360.76	\$9,828.80

Director of Administrative Services	Contract		\$11,305.55		
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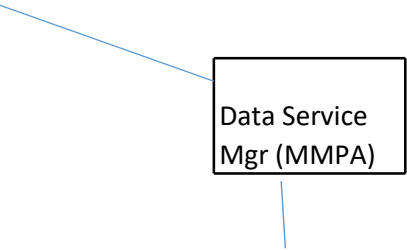


\$7,938.27	\$8,335.18	\$8,751.94
\$7,555.76	\$7,933.55	\$8,330.22
\$8,899.11	\$9,344.07	\$9,811.28
\$10,320.23	\$10,836.25	\$11,378.07

Proposed

GIS Analyst
Information Technology Analyst
Senior Application Analyst
Information Technology Manager

	\$14,682.50
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Program
Analyst
(WCEA)
(Was IT
Analyst & IT
System Tech)

GIS Coordinator	66/132 for MMPA	\$7,687.38	\$8,071.76	\$8,475.34	\$8,899.11
IT Analyst	63	\$7,028.81	\$7,380.25	\$7,749.26	\$8,136.73
Dat and tech Mgr	136	\$8,485.44	\$8,909.71	\$9,355.20	\$9,822.96
IT Mgr	142	\$9,840.51	\$10,332.52	\$10,849.16	\$11,391.62

range 62	\$6,857.37	\$7,200.24	\$7,560.25	\$7,938.27
range 66	\$7,569.25	\$7,947.71	\$8,345.10	\$8,762.34

\$9,344.07	\$9,811.27
\$8,543.56	\$8,970.74
\$10,314.10	\$10,829.81
\$11,961.20	\$12,559.26

\$8,335.18	\$8,751.94
\$9,200.46	\$9,660.49



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 4, 2022
ITEM #: H.11
SUBJECT: East Beamer Way Permanent Supportive Housing - Ground Lease and Operating Memorandum of Understanding

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

1. Review the proposed terms of a Ground Lease Agreement for the Permanent Supportive Housing Project at 1903 E. Beamer Street (APN: 027-360-043) and adopt Resolution No. _____, authorizing the City Manager to execute an agreement with Friends of the Mission; and
2. Review the Memorandum of Understanding concerning the Operation of the Permanent Supportive Housing Project at 1903 E. Beamer Street (APN: 027-360-043) and adopt Resolution No. _____, authorizing the City Manager to continue negotiating such Memorandum of Understanding and to execute such Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) and Friends of the Mission.

Staff Contacts

Dago Fierros, Housing Analyst II – 530-661-2019, Dago.Fierros@cityofwoodland.org

Fiscal Impact

There is no impact to the General Fund. The Project is funded through the following sources in the cumulative amount of \$18,931,795.

- \$15,770,467 from the Homekey Program through the California Department of Housing and Community Development
- \$1,482,00 from the City's Homeless Housing Fund (331)
- \$1,353,356 in funds that will be provided by Friends of the Mission.
- \$325,972 from the City's Partnership HealthPlan grant

Background

On March 1, the State awarded the City a \$15,170,467 Homekey Program grant for the East Beamer Way Permanent Supportive Housing project. Installation of the 61 modular housing units commenced early June 2022 and is anticipated to be completed early October 2022. Construction of the community/health center is scheduled to begin in December 2022. To date, the City has committed funding of \$1,482,000 through a combination of Affordable Housing In-Lieu and Spring Lake Off-Site Affordable Housing Fee revenues and served as the applicant, grantee, and pass-through entity for the Homekey grant where Friends of the Mission is the beneficiary. The City has also provided in-kind staff time and the land which will be leased until Friends of the Mission is in a position to assume fee ownership of the property.

Discussion

The Permanent Supportive Housing project at the East Beamer Way campus will provide housing to individuals experiencing homelessness or at risk of being homeless. The project brings about innovative and strategic approaches to housing some of the most vulnerable individuals in Woodland, Yolo County, and the overall region. The project will consists of 61 modular residential units and community/health center. Sixty units will be

leased to individuals who are experiencing homelessness and are qualified under the Extremely Low Income bracket for Yolo County and the Yolo County Project Based Voucher Program. One unit will be utilized as an onsite manager's unit.

The Permanent Supportive Housing project will complement the already existing 100-bed Emergency Shelter facility that is managed by Fourth and Hope and provides emergency shelter as well as support services to men and women on a daily basis. The variety of services ranging from emergency shelter to permanent supportive housing and eventually a substance use disorder treatment facility makes the East Beamer Way campus a state of the art facility for individuals experiencing homelessness. The City of Woodland, Friends of the Mission, and Fourth and Hope, will endeavor to assist individuals in the community as well assisting individuals from other communities return to their community of origin to a safe shelter environment, family, or caregiver, whenever feasible. Fourth and Hope will make all reasonable to maintain a safe and clean environment at the project site while discouraging illegal camping, trespassing, and loitering both on and off the property.

Ground Lease

Staff is requesting Council authorization to enter into a Ground Lease Agreement with an initial term of 5 years or until the Friends of the Mission are in a position to assume fee ownership of the property. Any proposed agreement for the sale of the property shall be subject to the approval of the City Council.

The baseline terms of the ground lease include but is not limited to the following key provisions:

- Tenant. Tenant is a California not for profit corporation. Tenant will develop and operate the Project in accordance with this Lease, subject to the assignment and subletting provisions set forth in Article 15 herein.
- Improvements. The Project includes sixty-two (61) modular residential units installed on concrete pier foundations and a community center, which has been or shall be constructed and installed in substantial compliance with plans, drawings and documents submitted by Tenant to Landlord for development of the Project, all of which must be approved by Landlord.
- Lease of the Property. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and hires from Landlord, the Property, for the term and upon the covenants and conditions set forth herein. The Tenant acknowledges and understands that the Property will be leased to the Tenant solely for purposes of development and operation of the Project pursuant to this Lease.
- Term. Unless terminated earlier in accordance with the provisions of this Lease, the initial term of this Lease shall be for a period of five (5) years. The term shall expire at 11:59 p.m. on the date which is the fifth (5th) anniversary of the Effective Date. The Term may be extended by mutual agreement of the parties.
- Early Termination. The Parties anticipate that Landlord shall convey fee title to the Property upon completion of the construction of the Community Center, provided that such conveyance shall be conditioned upon Landlord and Tenant entering into a regulatory agreement in a form prepared and approved by the City Attorney requiring that the Property be used to provide permanent supportive housing to individuals and households transitioning from homelessness for a term of not less than fifty-five (55) years. Upon such conveyance of fee title to the Property by Landlord to Tenant prior to the end of the Term, this lease shall automatically terminate.
- General Standards of Maintenance. Tenant shall be fully responsible for the operation and maintenance of the Improvements and any open space and common areas on the Property, and shall operate and maintain, or cause to be operated and maintained, such Improvements and open space and common areas in good order, condition and repair, subject only to normal wear and tear customary in accordance with applicable codes and ordinances and the practices prevailing in the operation of similar facilities in the Yolo and/or Sacramento Counties. Without limiting the generality of the foregoing, Tenant shall, in

accordance with the practices prevailing in the operation of similar developments, observe the following standards:

1. Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing material originally installed thereon or such substitute therefor as shall be in all respects equal thereto or better in quality, appearance and durability;
2. Remove all papers, debris, filth and refuse, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required;
3. Maintain all surface and storm lateral drainage systems; and
4. Maintain all sanitary sewer lateral connections.
5. Promptly remove any graffiti on or about the Property.

Memorandum of Understanding

The City desires to establish operational parameters to help ensure successful operation and management of the Permanent Supportive Housing project. These parameters are set out within the attached draft Memorandum of Understanding (MOU) to be entered into between the City, Friends of the Mission and Yolo Wayfarer Center (dba Fourth and Hope). Staff is still negotiating this MOU with Friends of the Mission and Yolo Wayfarer Center, so there could be minor changes to the terms outlined below. Staff is requesting that Council authorize the City Manager to complete the negotiations and enter into the final MOU with the other parties, which could include minor modifications to the terms outlined below.

The baseline terms of the draft MOU include but is not limited to the following key provisions:

- Purpose of Agreement. The purpose of this Agreement is to set forth the expectations and obligations of the parties concerning operation of the Permanent Supportive Housing and the Community Center located on the Property. The parties acknowledge and agree that the Property is initially being ground leased by the City to FOM, and upon the anticipated conveyance of the Property by the City to FOM, the City will record a regulatory agreement against the Property that will include additional requirements governing the affordability and operation of the Permanent Supportive Housing. The parties agree and acknowledge that these requirements are in addition to the requirements set forth in the Ground Lease entered into by and between City and FOM, and the Regulatory Agreement to be subsequently entered into by and between the City and FOM. In the event of any conflict between the Ground Lease or the Regulatory Agreement and this MOU, the Ground Lease and the Regulatory Agreement shall govern.
- Community Center. There will be a common community center located on the Property, which will be operated by F&H as part of their responsibilities operating the Permanent Supportive Housing.
- Utilities. The Permanent Supportive Housing units shall have electricity provided by Pacific Gas & Electric, with conduit to accommodate Wave and AT&T telecommunications services, trash collection services and shall be connected to the City water and sewer systems which the City is installing or has installed.
- Appliances. Each of the Permanent Housing units will be equipped with the following appliances: hot water heater, HVAC, microwave, refrigerator, stove, washer/dryer, regular household furniture.
- Operation of Permanent Supportive Housing. FOM will own and be responsible for the management the Permanent Supportive Housing units. FOM will enter into a management agreement with F&H for the operation and management of the Permanent Supportive Housing in accordance with the following terms:

a. On-Site Management. F&H will provide on-site management of the Permanent Supportive Housing, including providing the on-site manager that will reside in the manager's unit, provide additional property management staff and site monitors for the day to day management of the Property and monitoring of the video security system to be installed on the Property. F&H will provide such services pursuant to a written property management agreement between FOM and F&H, which shall be subject to review and approval by the City.

- b. Selection of Tenants. FOM shall be responsible for tenant selection for the Permanent Supportive Housing units. Prospective tenants shall be referred by the Yolo County Homeless and Poverty Coalition (“HPAC”) coordinated entry system, and must be currently homeless. FOM may work with F&H or another third party in furtherance of the tenant selection process, provided that any third party assisting in this process must be approved by the City in advance.
- c. Evaluation of Services Needed. F&H will evaluate the individual service needs of the individuals or household and learn about past or current services provided and any other information necessary for FOM to provide services, such as case management, to the individual or household.
- d. Termination of Leases. FOM may terminate a lease only for serious or repeated violations of material terms of the FOM tenant lease agreement, such as failure to make payments due under the lease or to fulfill Tenant(s) obligations set forth in the FOM tenant lease, or for other reasonable cause.
- e. Recordkeeping and Reporting Requirements. F&H will maintain records of services provided to Permanent Supportive Housing residents. Quarterly Reports should include information such as, number of individuals served, ethnic/racial background, City and County of origin, and services provided. Quarterly Reports should be submitted to the City no later than 30 days after the quarter has ended. An annual report should be submitted to the City no later than 30 days after the year has ended.
- f. Management of Adjacent Area. F&H and FOM agree to use their best efforts to discourage illegal camping, trespassing, and loitering in the area surrounding the Property and will encourage Permanent Supportive Housing residents to act in a manner that will not negatively affect adjacent properties or businesses. F&H will communicate with the adjacent landowners and businesses to attempt to resolve any issues that may arise, or have arisen, regarding the Permanent Supportive Housing project.
- g. Meetings with City. F&H and FOM agree to meet with the City to discuss and resolve issues on and off-site arising from the operation of the Permanent Supportive Housing Project. Frequency of meetings shall be monthly from date of initial occupancy for a period of twelve months. Thereafter, parties shall agree to meet on an as needed basis.
- h. Participate in the Homeless Management Information System (“HMIS”) or a comparable system for domestic violence treatment.
- i. Actively monitor and provide information, and potentially access, to Permanent Supportive Housing residents about drug and alcohol recovery services, mental health treatment services, employment services, money management/credit counseling services, parenting support, and other services as needed and relevant to the individual or household.
- j. Actively monitor and provide information that supports individuals potential access to other services as may be needed, assistance with accessing available services, assistance with benefits and advocacy on behalf of Permanent Supportive Housing residents, the provision of or referral to employment services, and providing regular check-ins with F&H staff or volunteers about individuals’ progress.
- k. Partner with local service providers in an effort to streamline support services and case management directly to tenants and dedicate space within the community center building for local service providers to provide services to tenants on an as-needed basis.
- l. Develop protocols and practices, in coordination with the Woodland Police and Fire Departments in an effort to minimize calls for service to the Permanent Supportive Housing site.

If approved, staff will complete the negotiations of the terms of MOU with FOM and Fourth and Hope and execute the agreement prior to first occupancy of the PSH units anticipated within the coming weeks.

Conclusion

Staff recommends that the City Council take the following actions:

1. Review the proposed terms of a Ground Lease Agreement for the Permanent Supportive Housing Project at 1903 E. Beamer Street (APN: 027-360-043) and adopt Resolution No. _____, authorizing the City Manager to execute an agreement with Friends of the Mission; and
2. Review the Memorandum of Understanding concerning the Operation of the Permanent Supportive Housing Project at 1903 E. Beamer Street (APN: 027-360-043) and adopt Resolution No. _____, authorizing the City

Manager to continue negotiating such Memorandum of Understanding and to execute such Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) and Friends of the Mission.

Prepared by: Dago Fierros, Housing Analyst II



Ken Hiatt
City Manager

Attachments:

1. 1 PSH Reso - Gound Lease-c1
2. 1A Woodland_ FOM Supportive Housing Ground Lease-c1
3. 2 PSH Reso - Operating Agreement-c1
4. 2A Woodland PSH MOU re Operations-c2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND APPROVING AND AUTHORIZING THE CITY
MANAGER TO EXECUTE A GROUND LEASE FOR THE PERMANENT
SUPPORTIVE HOUSING PROJECT**

WHEREAS, the City Council of the City of Woodland on April 21, 2020 declared conditions of emergency and authorized the performance of permanent supportive housing project for individuals and households transitioning from homelessness as a means of quickly providing shelter to the homeless population, a need that has become even more urgent with the emergence of COVID-19, a contagious virus that has been classified as a global pandemic and has no known cure at this time; and

WHEREAS, the City of Woodland owns that certain real property (as described in Exhibit A, attached hereto and incorporated herein), located in unincorporated Yolo County right outside of City limits, at the corner of East Beamer Street and County Road 102, with an address of 1903 E. Beamer Street, described as Yolo County Assessor's Parcel Number 027-360-043 (the "Property"), and the City desires that the Property be used to provide 61 modular housing units that will provide permanent supportive rental housing (inclusive of a manager's unit, which may not be restricted to a specific income level) (the "Permanent Housing") and a community center of approximately 2,800 square feet (the "Community Center") on the Property to provide affordable housing for individuals and families that are currently homeless; and

WHEREAS, the City Council on March 16, 2021 approved the award of a construction contract for the Permanent Supportive Housing Project;

WHEREAS, the City Council on April 19, 2022 approved the \$15,770,467 appropriation of State Homekey Grant Funds for the Permanent Supportive Housing Project;

WHEREAS, a priority initiative of the City Council of the City of Woodland for 2023 is to improve quality of life; and

WHEREAS, the City intends to enter into a ground lease of the Property to FOM, and FOM will own and operate the Permanent Housing, and the City intends to convey the Property to FOM upon completion of the Community Center

WHEREAS, the City Council wishes to approve and execute a ground lease for the Permanent Supportive Housing Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the City Council hereby approves and authorizes the City Manager to execute on behalf of the City a Ground Lease with Friends of the Mission in substantially the form as included with the staff materials accompanying this Resolution. The City Manager is further authorized to make minor amendments to the Ground Lease in consultation with the City Attorney, provided that such amendments do not alter the term, the purpose of the lease to provide permanent supportive housing to households transitioning from homelessness, the number of units provided on site or the affordability level of such units.

PASSED AND ADOPTED by the City Council this 4th day of October, 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

GROUND LEASE
(East Beamer Way Permanent Supportive Housing Project)

This Ground Lease (Supportive Housing Development) ("**Lease**") is made and entered into as of October __, 2022 (the "**Effective Date**") by and between the CITY OF WOODLAND, a municipal corporation of the State of California ("**Landlord**"), and FRIENDS OF THE MISSION, a not for profit California corporation ("**Tenant**").

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including the representations and covenants contained in this Agreement, Landlord and Tenant agree as follows:

ARTICLE I. PROPERTY AND BACKGROUND

1.1. Purpose. The purpose of this Lease is to provide for the lease of that certain Property (defined in Section 1.3) upon which Tenant will own and operate 61 modular housing units that will provide permanent supportive rental housing (inclusive of a manager's unit, which shall not be restricted to a specific income level (the "**Supportive Housing**"), and a community center of approximately _____ square feet (the "**Community Center**") on the Property to provide affordable housing for individuals and families that are currently homeless. The Supportive Housing and the Community Center are collectively referred to herein as the "**Improvements**". The lease will remain in place unit Tenant is in a position to assume fee ownership of the Property, but not more than the term of five (5) years.

1.2. Tenant. Tenant is a California not for profit corporation. Tenant will develop and operate the Project in accordance with this Lease, subject to the assignment and subletting provisions set forth in Article 15 herein.

1.3. Property. Landlord owns the real property consisting of approximately 2.8 acres located in unincorporated Yolo County immediately outside of the City's jurisdictional boundaries, which property is more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference ("**Property**").

1.4. Improvements. The Project includes sixty-two (62) modular residential units installed on concrete pier foundations and a community center of approximately _____ square feet, which has been or shall be constructed and installed in substantial compliance with plans, drawings and documents submitted by Tenant to Landlord for development of the Project, all of which must be approved by Landlord.

1.5. Lease of the Property. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and hires from Landlord, the Property, for the term and upon the covenants and conditions set forth herein. The Tenant acknowledges and understands that the Property will be leased to the Tenant solely for purposes of development and operation of the Project pursuant to this Lease.

ARTICLE 2. TERM

2.1. Term. (a) Unless terminated earlier in accordance with the provisions of this Lease, the initial term of this Lease shall be for a period of five (5) years (the "**Term**"). The term shall expire at 11:59 p.m. on the date which is the fifth (5th) anniversary of the Effective Date. The Term may be extended by mutual agreement of the parties.

2.2. Early Termination. The Parties anticipate that Landlord shall convey fee title to the Property upon completion of the construction of the Community Center, provided that such conveyance shall be conditioned upon Landlord and Tenant entering into a regulatory agreement in a form prepared and approved by the City Attorney requiring that the Property be used to provide permanent supportive housing to individuals and households transitioning from homelessness for a term of not less than fifty-five (55) years. Upon such conveyance of fee title to the Property by Landlord to Tenant prior to the end of the Term, this lease shall automatically terminate.

ARTICLE 3. CONVEYANCE OF LEASEHOLD TITLE TO THE PROPERTY

3.1 Conveyance of Leasehold Title to the Property.

A. Memorandum of Lease. The Landlord and the Tenant agree to execute and acknowledge for recording, a memorandum in accordance with Section 16.11 hereof, with the Tenant being responsible for the payment of the documentary transfer tax, if any, that may be due in connection with the recording thereof.

B. Condition of Title. At the time that the Landlord delivers possession of the Property to the Tenant, title shall be free and clear of all recorded liens, encumbrances, assessments, leases and taxes except easements of record and encumbrances that are consistent with this Lease as determined by Landlord.

C. Delivery of Possession. Subject to Section 3.1.B. above, at the time that the Landlord delivers possession of the Property to the Tenant, the Property shall be conveyed free of any possession or right of possession by any person.

ARTICLE 4. RENT

4.1. Base Rent. Commencing on the Commencement Date and during the Term of the Lease, Tenant shall pay annual rent of ONE DOLLAR (\$1) (the "**Base Rent**"). Base Rent shall be payable in arrears on each anniversary of the Commencement Date. Tenant may prepay all or any portion of the Base Rent at any time.

4.2. Additional Rent. In addition to and not by way of limitation of Landlord's rights under specific provisions of this Lease, Landlord shall at all times have the right (at its sole election and without any obligation to do so) to advance on behalf of Tenant any amount payable under the terms hereof by Tenant, or to otherwise satisfy any of Tenant's obligations hereunder, provided that (except in case of an emergency calling for immediate payment) Landlord shall first have given Tenant no less than ten (10) business days' advance written notice of Landlord's intent to

advance such amounts on behalf of Tenant, and Tenant fails to perform the act/make the expenditure prior to the expiration of such ten (10) business day period. No advance by Landlord shall operate as a waiver of any of Landlord's rights under this Lease and Tenant shall remain fully responsible for the performance of its obligations under this Lease. All amounts advanced by Landlord shall constitute Additional Rent under this Lease, shall be due and payable by Tenant to Landlord within five (5) business days of Tenant's receipt of an invoice from Landlord therefor, together with supporting documentation, and shall bear interest at the rate specified in Section 4.4, below from the date of advance until paid in full.

4.3. Net Lease. This Lease is a net lease and Rent and other payments due and payable hereunder to or on behalf of Landlord shall be paid without notice or demand and, except as specifically provided for in this Lease, without offset, counterclaim, abatement, suspension, deferment, deduction or defense.

4.4. Late Payment of Rent. Any rent required under the terms of this Lease not paid when due shall bear interest at the lesser of twelve percent (12%) per annum, simple interest or the maximum rate allowed by law, from the date due.

ARTICLE 5. TAXES AND ASSESSMENTS

5.1. Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and other charges ("**taxes**") that are levied and assessed against Tenant's personal property installed or located in or on the Property which become payable during the Term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

5.2. Real Property Taxes. Tenant shall pay all real property taxes, assessments and general and special taxes including, without limitation, possessory interest taxes ("**real property taxes**"), levied and assessed against the Property and all real property taxes and assessments levied against Tenant's interests in the Property during the Term. In the event Landlord receives a tax bill for the Property, Landlord shall notify Tenant of the real property taxes, and immediately on receipt of the tax bill, shall furnish Tenant with a copy of the tax bill. Tenant shall, semiannually, pay the real property taxes not later than the taxing authority's delinquency date. If at any time during the Term of this Lease any authority having the power to tax, including, without limitation, any federal, state, county, city government or any political subdivision thereof (collectively, "**taxing authority**"), shall alter the methods and/or standards of taxation and assessment against the legal or equitable interests of Landlord in the Property or the Improvements located or constructed thereon, in whole or in part, so as to impose a monetary obligation on Landlord in lieu of or in addition to the taxes and assessments in existence as of the date of this Lease, such taxes or assessments based thereon, including, without limitation, (a) a tax, assessment, excise, surcharge, fee, levy, penalty, bond or similar imposition (collectively, "**impositions**"), on Landlord's right to rental or other income from the Property or as against Landlord's leasing of the Property, (b) any impositions in substitution or in lieu, partially or totally, of any impositions assessed upon real property prior to any such alteration, (c) any impositions allocable to or measured by the area of the Property or the rental payable hereunder, including, without limitation, any impositions levied by any taxing authority with respect to the receipt of such rental or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or

occupancy by Tenant or any subtenant of the Property or any portion thereof, (d) any impositions upon this lease transaction or any document to which Tenant is a party which creates or transfers any interest or estate in or to the Property (other than any transfer tax which may be due upon recordation of the Memorandum of Lease described in Section 3.1), or (e) any special, unforeseen or extraordinary impositions which, although not specifically described above, can fairly be characterized as a real property tax or a substitute for real property tax, shall be considered as "real property taxes" for the purposes of this Lease. "Real property taxes" shall exclude, however, all general income taxes, gift taxes, inheritance taxes and estate taxes owed by Landlord.

5.3. New Assessments. If any general or special assessment or other governmental charge is levied on any business conducted on the Property, Tenant shall pay any such charge and shall have the right to vote or instruct the Landlord to vote in any election held in connection with the approval of such a charge. If any general or special assessment or other governmental charge is levied on the Property, Landlord shall have the right to vote in any election held in connection with the approval of such charge. Landlord may elect to pay the assessment in full or allow it to go to bond. If Landlord pays the assessment in full, Tenant shall pay to Landlord each time a payment of real property taxes is made a sum equal to that which would have been payable (as both principal and interest) had Landlord allowed the assessment to go to bond.

5.4. Tenant's Tax Liability Prorated. Tenant's liability to pay real property taxes and new assessments shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fractional portion of a fiscal tax year included in the lease term at its inception and expiration or earlier termination in accordance with this Lease.

5.5. Tax Contest. Without Landlord's prior written consent, Tenant shall not seek a reduction in the assessed valuation of the Property or contest any real property taxes that are to be paid by Tenant. Landlord's consent shall not be unreasonably withheld or delayed. If Landlord consents and Tenant seeks a reduction or contests the real property taxes, the failure on Tenant's part to pay the real property taxes shall not constitute default as long as Tenant complies with the provisions of this Section 5.5. Nothing in this Section prevents or prohibits Tenant from applying for a welfare tax exemption in a manner authorized by law.

Landlord shall not be required to join in any proceeding or contest brought by Tenant. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incidental to the decision or judgment. If Tenant does not pay the real property taxes when due and Tenant seeks a reduction or contests them as provided in this Section 5.5, before the commencement of the proceeding or contest Tenant shall furnish to Landlord a surety bond issued by an insurance company qualified to do business in California. The amount of the bond shall equal one hundred ten percent (110%) of the total amount of real property taxes in dispute. The bond shall hold Landlord and the premises harmless from any damage arising out of the proceeding or contest and shall insure the payment of any judgment that may be rendered.

**ARTICLE 6. USE, CHARACTER,
OPERATION AND MAINTENANCE OF IMPROVEMENTS**

6.1. General. Tenant may use the Property and the Improvements only for the uses specified in Section 1.1 ("primary uses") and uses ancillary to such primary uses as herein specified. Tenant shall use the Property and the Improvements thereon for no other purpose without the prior written consent of Landlord which Landlord may grant or withhold in its sole discretion.

6.2. Use Obligations.

A. Nondiscrimination. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, height, weight, physical appearance, marital status, ancestry or national origin in the sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements thereon, or any part thereof, and the Tenant itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property or the Improvements thereon, or any part thereof.

B. Housing Affordability.

1. Definitions.

a. For purposes of this Lease, "Affordable Rent" as defined in California Health and Safety Code Section 50053(b)(2) and accompanying regulations of the California Department of Housing and Community Development for extremely low income households, adjusted for household size based on number of bedrooms in the applicable unit, as set forth in Sections 6910-6932 of Title 25 of the California Code of Regulations, with allowance for utilities and maintenance costs, as such allowance may be established by the California Department of Housing and Community Development and Yolo County Housing, from time to time.

b. For purposes of this Lease, "Extremely Low Income Household" means an individual or family whose income does not exceed thirty percent (30%) of the Area Median Income for Yolo County, adjusted for household size appropriate for the applicable unit, as determined from time to time by the California Department of Housing and Community Development, pursuant to California Health and Safety Code Section 50079.5 and California Code of Regulations, Title 25, Section 6932 and the Yolo County Housing Project Based Voucher program.

2. Affordability Requirements.

a. Rent and Income Restrictions. From the date of the recording of this Lease and thereafter, for the remaining Term of this Lease, Tenant by and for itself and any successors in interest, hereby covenants and agrees that all dwelling units within the Project (except a designated on-site manager's unit) shall be rented to Extremely Low Income

Households that are currently homeless at a rent that does not exceed the Affordable Rent for the applicable dwelling unit based on number of bedrooms.

b. Reporting Requirements. An annual report and annual income recertifications must be submitted to Landlord.

The reports, at a minimum, shall include:

- (1) The number of persons per unit;
- (2) Tenant name;
- (3) Initial occupancy date;
- (4) Rent paid per month;
- (5) Adjusted gross income per year as certified by Tenant;
- (6) Percent of rent paid in relation to income

If required by Landlord, annual income recertifications shall also contain those documents used to certify eligibility. Landlord may from time to time during the Term of this Lease request additional or different information and Tenant shall promptly supply such information in the reports required hereunder. Tenant shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by Landlord with respect to all matters covered by this Section 6.2.B. Tenant, at such time and in such forms as Landlord may require, shall furnish to Landlord statements, records, reports, data and information pertaining to matters covered by this Section 6.2.B. Upon request for examination by Landlord and reasonable notice, Tenant, at any time during normal business hours, shall make available all of its records with respect to all matters covered by this Section 6.2.B. Tenant shall permit Landlord to audit, examine and make excerpts or transcripts from those records.

6.3. Use Prohibitions. Tenant agrees that in connection with the use and operation of the Property it will not:

A. Permit undue accumulations of garbage, trash, rubbish or any other refuse;
or

B. Create, cause, maintain or permit any nuisance (as the same may be defined by applicable law) in, on or about the Property; or

C. Commit or suffer to be committed any waste in, on or about the Property;
or

D. Use or allow the Property to be used for any unlawful purpose, or for any purpose which violates the terms of any recorded instrument affecting the Property; or

E. Do or permit to be done anything which in any way unreasonably disturbs the occupants of neighboring property; or

F. Cause or permit any insurance coverage on the Property or the Improvements to become void or voidable or make it impossible to obtain any required insurance at commercially feasible rates; or

G. Intentionally cause or knowingly permit any material structural damage to the Property or the Improvements or to any adjacent public or private property; or

H. Violate any law, ordinance or regulation applicable to the Property and the Improvements thereon.

6.4. General Standards of Maintenance. Tenant shall be fully responsible for the operation and maintenance of the Improvements and any open space and common areas on the Property, and shall operate and maintain, or cause to be operated and maintained, such Improvements and open space and common areas in good order, condition and repair consistent with the purpose set forth in Section 1.1, subject only to normal wear and tear customary in accordance with applicable codes and ordinances and the practices prevailing in the operation of similar facilities in the Yolo and/or Sacramento Counties. Without limiting the generality of the foregoing, Tenant shall, in accordance with the practices prevailing in the operation of similar developments, observe the following standards:

A. Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing material originally installed thereon or such substitute therefor as shall be in all respects equal thereto or better in quality, appearance and durability;

B. Remove all papers, debris, filth and refuse, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required;

C. Maintain such appropriate entrance, exit and directional signs, markers and lights as shall be reasonably required;

D. Clean lighting fixtures and relamp and/or reballast as needed;

E. Repaint striping, markers, directional signs, etc., as necessary to maintain in first class condition;

F. Maintain landscaping as necessary to maintain in good condition;

G. Maintain signs, including relamping and/or reballasting and/or repairing as required;

H. Maintain and keep in good condition and repair all benches, shelters, planters, mall coverings, banners, furniture, trash containers, sculptures and other exterior elements;

I. Clean, repair and maintain all common utility systems to the extent that the same are not cleaned, repaired and maintained by public utilities;

J. Provide adequate security lighting in all areas during periods of unrestricted public access, and maintain all security and decorative light fixtures and associated wiring systems;

K. Maintain all surface and storm lateral drainage systems; and

L. Maintain all sanitary sewer lateral connections.

M. Promptly remove any graffiti on or about the Property.

6.5. Governmental Requirements. Except with respect to Landlord's obligations under Article 6 of this Lease, Tenant shall at all times comply with, and shall pay all costs and expenses which may be incurred or required to be paid in order to comply with, any and all laws, statutes, ordinances, rules and regulations ("**laws**") which apply to the operation and use of the Property, including those requiring alterations or additions to be made to, or safety appliances and devices to be maintained or installed in, on or about the Property under any laws now or hereafter adopted, enacted or made and applicable to the Property, and payment of any fees, charges or assessments arising out of or in any way related to the Property as a source of adverse environmental impacts or effects.

ARTICLE 7. CONDITION OF PROPERTY

7.1. Condition of Property; Remediation and Indemnity.

A. Tenant acknowledges and agrees that it shall take possession of the Property from Landlord pursuant to this Lease "as is," in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials, as defined below, thereon or therein, and any other matters affecting the Property.

B. Tenant shall defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("**Indemnities**") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), ("**Damages**") whenever arising, and

resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration and/or release of Hazardous Materials (as defined herein), at, on, in, beneath or from the Site (sometimes herein collectively referred to as "Contamination"), except if such Damages result from the gross negligence, willful misconduct, fraud, misrepresentation or failure to disclose by the Indemnities. The Developer's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Contamination, at the Developer's sole cost.

C. As used in this Lease, the term "Hazardous Materials" means any substance, material or waste that is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum; (3) asbestos; (4) poly-chlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* (42 U.S.C. Section 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.* (42 U.S.C. Section 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property..

7.2 Bona Fide Prospective Purchaser. Landlord and Tenant agree to cooperate and comply with all applicable laws and regulations that may permit either to assert defenses available under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or qualify as a bona fide prospective purchaser, including but not limited to the following:

A. Providing all legally required notices with respect to the discovery or release of any hazardous substance at the Property.

B. Exercising appropriate care with respect to hazardous substances found at the Property by taking reasonable steps to:

1. Stop any continuing release;
2. Prevent any threatened future release; and
3. Prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance.

C. Providing full cooperation, assistance and access to persons that are authorized to conduct response actions or natural resource restoration at the Property (including the cooperation and access necessary for the installation, integrity and maintenance of any complete or partial response action or natural resource restoration at the Property).

D. Maintaining compliance with any land use restrictions established or relied on in connection with a response action at the Property.

E. Not impeding the effectiveness or integrity of any institutional control employed at the Property or in connection with a response action.

F. Complying with any request for information or administrative subpoena issued by the President of the United States of America under CERCLA.

ARTICLE 8. CONSTRUCTION AND LIENS

8.1. Scope of Development. The Property shall be developed with the Supportive Housing and the Community Center, consistent with plans and specifications that have been reviewed and approved by the City, and are on file with the City Community Development Department. As of the Effective Date of this Lease, installation of the Supportive Housing is complete, and the Tenant is preparing to commence construction of the Community Center.

8.2. Initial Construction of Improvements.

A. Construction Plans. Tenant has submitted and Landlord has approved all construction plans, drawings and related documents required by the City for the development of the Permanent Supportive Housing building improvements.

B. Construction. Prior to the end of the Term, Tenant shall construct or cause to be constructed the Community Center in full conformity with the construction plans, drawings and related documents approved by the City.

8.3. Protection of Landlord. Nothing in this Lease shall be construed as constituting the consent of Landlord, expressed or implied, to the performance of any labor or the furnishing of any materials or any specific improvements, alterations of or repairs to the Property or any part thereof by any contractor, subcontractor, laborer or materialman, nor as giving Tenant or any other person any right, power or authority to act as agent of or to contract for, or permit the rendering of, any services, or the furnishing of any materials, in such manner as would give rise to the filing of mechanics' liens or other claims against the fee of the Property or the Improvements thereon. Landlord shall have the right at all reasonable times to post, and keep posted, on the Property any notices which Landlord may reasonably deem necessary for the protection of Landlord and of the Property and the Improvements thereon from mechanics' liens or other claims. Tenant shall give Landlord ten (10) days' prior written notice of the commencement of any work to be done on the Property to enable Landlord to post such notices. In addition, Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons doing any work or furnishing any materials or supplies to Tenant or any of its contractors or subcontractors in connection with the Property and the Improvements thereon.

A. Tenant shall keep the Property and the Improvements thereon free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under it. Tenant agrees to and shall indemnify and save Landlord harmless against liability, loss, damages, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or

materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under it.

B. In the event any lien is recorded and not expunged within sixty (60) days of recording, Tenant shall, upon demand, furnish the bond described in California Civil Code Section 8424, or successor statute, which results in the removal of such lien from the Property.

8.5. Notice. Should any claims of lien be filed against the Property or the Improvements thereon, or any action affecting the title to such property, be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

ARTICLE 9. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY

9.1. Ownership of Improvements During Term. During the Term of this Lease, the Improvements, including all buildings, structures, fixtures, additions and improvements located on the Property (other than personal property owned by Landlord or others) shall be owned in fee by Tenant; provided, however, that Tenant's rights and powers with respect to such Improvements are subject to the terms and limitations of this Lease and Tenant's interest in such Improvements shall terminate upon the expiration or sooner termination of this Lease. Landlord and Tenant covenant for themselves and all persons claiming under or through them that the Improvements are real property. The parties hereto agree that Tenant shall bear all risk of loss with respect to the Improvements and that the benefits and burdens of ownership of the Improvements are vested in Tenant. It is the intention of the parties that the Tenant be treated as owner of the Improvements for federal income tax purposes and shall have all the rights incidental thereto.

9.2. Landlord's Right on Default by Tenant. In the event of any default (if ongoing after any applicable notice and cure period) on the part of Tenant in performing the terms and provisions of this Lease entitling Landlord to possession of the Property, Landlord shall have the immediate right of possession of all personal property permanently affixed to the Property and the right to assume any ownership or leasehold interest of Tenant in any financed or leased personal property, subject to the rights of third party lenders and equipment lessors.

9.3. Removal and Ownership at Termination. At the expiration or sooner termination of this lease Term, Landlord may, at Landlord's election, require the removal from the Property, at Tenant's sole cost and expense, of all personal property (other than fixtures), as specified in the notice provided for below. A request to take effect at the normal expiration of the Term shall be effected by notice given at least one hundred twenty (120) days before the expiration date. A demand to take effect on any other termination of this lease Term shall be effectuated by notice given concurrently with notice of such termination or within ten (10) days after such termination. Tenant shall be liable to Landlord for costs incurred by Landlord in effecting the removal of personal property, which Tenant has failed to remove after demand pursuant to this section.

A. Tenant may remove any personal property during the Term of this Lease, and within forty-five (45) days after the expiration of the Term of this Lease, that may be removed without damage to the structural integrity of the Property and the Improvements thereon. Tenant shall repair all damage caused by any such removal.

B. Any personal property owned by Tenant and not removed by Tenant within forty-five (45) days following expiration of the Term shall be deemed to be abandoned by Tenant and shall, without compensation to Tenant, then become the Landlord's property, free and clear of all claims to or against them by Tenant or any other person, but subject to the rights of third party lenders and equipment lessors as to which Landlord has notice.

ARTICLE 10. UTILITIES

10.1. Tenant shall pay when due and shall hold Landlord harmless from any liability for all charges for water, gas, sewage, electricity, telephone waste removal and other utility service supplied to the Property.

ARTICLE 11. INSURANCE AND INDEMNITY

11.1. Indemnity. Tenant agrees to protect and does hereby agree to indemnify, defend and hold Landlord, its officials, employees, contractors, invitees, and agents harmless from all demands, liability, claims, actions and damages to any person or property, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or connected with: (i) a default by Tenant of its obligations under this Lease, or (ii) the use or occupancy of the Property by Tenant, its agents, employees, invitees or contractors, other than those attributable to the negligence or willful misconduct of Landlord, its officials, employees, contractors, invitees, or agents.

11.2. Insurance.

A. Tenant shall obtain or require all contractors it directly engages to construct the Improvements to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to Landlord during the term of this Lease.

1. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a limit of not less than three million dollars (\$3,000,000.00) (or such lesser amount as may be approved in writing by Landlord). If such insurance contains a general aggregate limit, it shall apply separately to construction work authorized by this License or be no less than two times the occurrence limit and shall also name Landlord, its officials, officers, employees, agents, and volunteers as additional insureds by endorsement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.

2. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) each accident shall be maintained. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall contain the same provisions regarding additional insureds as set forth in Section 14.A.i. above.

3. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000.00) each accident.

4. Property Insurance. All-risk property insurance covering the Permanent Housing and Community Center in the full value of the completed work.

B. Other insurance requirements. Tenant shall:

1. Prior to taking any actions authorized by this Lease, furnish Landlord with properly executed certificates of insurance and endorsements or copies of insurance policies that evidence all insurance required in this Section 11.2 and that such insurance may not be canceled, allowed to expire, or be materially reduced in coverage except with thirty (30) days' prior written notice to Licensors.

2. Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to substantial completion of the Improvements.

3. Maintain all insurance required herein through termination of this Lease.

4. Place all insurance required herein with insurers licensed to do business in California and reasonably acceptable to City.

ARTICLE 12. DAMAGE OR DESTRUCTION

12.1. Restoration.

A. Insured Damage. No loss or damage by fire or any other cause resulting in either partial or total destruction of the Improvements now or hereafter located on the Property, or any fixtures, equipment or machinery used or intended to be used in connection with the Property or the Improvements thereon, shall (except as otherwise provided in Sections 12.1.B, below) operate to terminate this Lease or to relieve or discharge Tenant from the payment of any rent, or other amounts payable hereunder, as and when they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained to be performed and observed by Tenant. Tenant covenants to repair or cause to be repaired and/or reconstruct or cause to be reconstructed any Improvements so damaged or destroyed to the extent, condition and value of such Improvements immediately prior (or if Tenant was in default of its maintenance and repair obligations at the time of such damage or destruction, to the condition and value which would have existed if Tenant had not been in default) to such damage or destruction, assuming full compliance with this Lease. Subject to the rights of any leasehold mortgagee (as defined in Section 16.3. below) Tenant also covenants that all insurance proceeds will be applied to the repair and/or reconstruction of such Improvements. Tenant's failure to make such full repair and restoration under any conditions in which it was elected or required so to do shall constitute default hereunder.

B. Uninsured Damage. Notwithstanding the provisions of Section 12.1.A, if, during the term, (i) the Improvements are totally or partially destroyed from a risk not covered one hundred percent (100%) by the sum of the applicable deductible and the insurance required to be carried by Tenant under this Lease, rendering the premises totally or partially inaccessible or unusable, and (ii) the cost of restoration exceeds ten percent (10%) of the then replacement value of the Improvements, Tenant can elect to terminate this Lease by giving notice to Landlord within thirty (30) days after determining the restoration cost and replacement value. If Tenant elects to terminate this Lease, Landlord, within ninety (90) days after receiving Tenant's notice to terminate, can elect to pay to Tenant, at the time Landlord notifies Tenant of its election, the difference between one hundred percent (100%) of the replacement value of the Improvements and the actual cost of restoration, in which case Tenant shall restore the Improvements. On Landlord's making its election to contribute, Landlord shall deposit immediately the amount of its contribution with the insurance trustee provided for in the following provisions. If Tenant elects to terminate this Lease and Landlord does not elect to contribute toward the cost of restoration as provided in this paragraph, this Lease shall terminate as of the ninety-first (91st) day following Tenant's notice.

C. Establishment of Insurance Trust and Disbursement Procedures. Assuming that Landlord has made the foregoing election to contribute, and there is available to Tenant insurance proceeds for a portion of the cost of the restoration, Tenant shall make the loss adjustment with the insurance company insuring the loss and on receipt of the proceeds shall immediately pay them to a builder's control company, title company, or bank selected by the mutual agreement of the parties (the "**insurance trustee**"). Landlord shall also immediately deposit with the insurance trustee its required contribution toward the cost of restoration. All sums deposited with the insurance trustee shall be held for the following purposes and the insurance trustee shall have the following powers and duties:

1. The sums shall be paid in installments by the insurance trustee to the contractor retained by Tenant as construction progresses, for payment of the cost of restoration. Any final retention provided for in the contract with such contractor will be paid to the contractor on completion of restoration, payment of all costs, expiration of all applicable lien periods, and proof that the Improvements and the Property are free of all mechanics' liens and lienable claims.

2. Payments shall be made on presentation of certificates or vouchers from the architect or engineer retained by Tenant showing the amount due. If the insurance trustee, in its reasonable discretion, determines that the certificates or vouchers are being improperly approved by the architect or engineer retained by Tenant, the insurance trustee shall have the right to appoint an architect or an engineer to supervise construction and to make payments on certificates or vouchers approved by the architect or engineer retained by the insurance trustee. The reasonable expenses and charges of the architect or engineer retained by the insurance trustee shall be paid by the insurance trustee out of the trust fund.

3. If the sums held by the insurance trustee are not sufficient to pay the actual cost of restoration Landlord and Tenant shall each deposit one-half (1/2) the amount of the deficiency with the insurance trustee within ten (10) business days after request by the insurance trustee indicating the amount of the deficiency.

4. Any undisbursed funds after compliance with the provisions of this paragraph shall be delivered to Landlord to the extent of Landlord's contribution to the fund, and the balance, if any, shall be paid to Tenant.

5. All actual costs and charges of the insurance trustee shall be paid by Tenant.

6. If the insurance trustee resigns or for any reason is unwilling to act or continue to act, the parties shall substitute a new trustee in the place of the designated insurance trustee.

7. Both parties shall promptly execute all documents and perform all acts reasonably required by the insurance trustee to perform its obligations under this paragraph.

12.2. Waiver. The provisions of this Article 12 shall govern the rights of the parties in the event of any full or partial destruction of the Property. Tenant hereby waives the provisions of Civil Code Section 1932(2) and Civil Code Section 1933(4) and any similar successor statute or law with respect to any destruction of the Property or the Improvements thereon.

12.3. Procedures for Repair and Restoration. In the event of any damage or destruction, Tenant shall promptly give Landlord written notice of such damage or destruction and the date on which such damage or destruction occurred. Tenant shall promptly make proof of loss and shall proceed promptly to collect, or cause to be collected, all valid claims which Tenant may have against insurers or others based upon any such damage or destruction. Except as otherwise provided below, amounts received on account of any losses pursuant to insurance policies shall be used and expended for the purpose of fully repairing or reconstructing the portions of the Improvements on the Property which have been destroyed or damaged. Tenant shall commence and complete or cause to be corrected and completed, in a good and workmanlike manner and in accordance with this Lease, the reconstruction or repair of any part of the Improvements on the Property damaged or destroyed, after Landlord has approved Tenant's plans, drawings, specifications and construction schedule for such reconstruction or repair.

ARTICLE 13. CONDEMNATION

13.1. Definitions.

A. "Condemnation" means (1) the exercise of any governmental power in eminent domain, whether by legal proceedings or otherwise, by a condemnor, and (2) a voluntary sale or transfer to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

B. "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

C. "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation.

D. "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

13.2. Parties' Rights and Obligations to be Governed by Lease. If during the Term there is any taking of all or any part of the Property, any Improvements on the Property or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 13.

13.3. Total Taking. If the Property is totally taken by condemnation, this Lease shall terminate on the date of taking.

13.4. Effect of Partial Taking. If any portion of the Property or the Improvements thereon is taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if the remaining portion of the Property is rendered unsuitable (as defined herein) for Tenant's continued use. The remaining portion of the Property shall be deemed unsuitable for Tenant's continued use if, following a reasonable amount of reconstruction, Tenant's business on the Property could not be operated at an economically feasible level. Tenant must exercise its right to terminate by giving Landlord written notice of its election within ninety (90) days after the nature and extent of the taking have been finally determined. Such notice shall also specify the date of termination, which shall not be prior to the date of taking. Failure to properly exercise the election provided for in this Section will result in this Lease continuing in full force and effect.

13.5. Restoration of the Premises. If, in Tenant's judgment it is reasonably possible and economically feasible to do so, Tenant shall be entitled to use so much of the award as is necessary to restore or to add on to the Property so that the area and approximate layout of the Property will be substantially the same after the date of taking as they were before the date of taking. If it is not reasonably possible and economically feasible to so restore the area and layout of the Property, the remaining provisions of this Article 13 shall govern the rights of the parties. If, after receipt of the award, Tenant fails to promptly commence any reasonably required repair, restoration or reconstruction of the Property and diligently prosecute such repair, restoration or reconstruction to completion, and such failure is not remedied within thirty (30) days of written notice from the Landlord to Tenant, this Lease may be terminated by the Landlord; provided, however, that in the event that the nature of the cure is such that more than thirty (30) days are reasonably required, Tenant shall have such additional period of time as is reasonably required provided that Tenant commences the required repair, restoration or reconstruction within such thirty (30) days and thereafter diligently and continuously prosecutes it to completion.

13.6. Waiver of CCP Section 1265.130. Each party waives the provisions of the Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Property.

13.7. Award. Subject to the provisions of Section 13.5, and subject to the rights of any leasehold mortgagee, the award for the Property and for the Improvements shall belong to Landlord, except as hereinafter provided. Tenant, or any subtenant, as applicable, shall be entitled

to receive: (a) the value of any leasehold improvements, merchandise, personal property, and furniture, fixtures and equipment owned by Tenant that are taken in connection with such condemnation; and (b) loss of goodwill, if agreed to be paid by the condemning authority or awarded by the Court. Tenant shall not be entitled to any compensation based upon the then fair market value of Tenant's interest in this Lease ("bonus value"). Tenant shall have the right to negotiate directly with the condemnor for the recovery of the portion of the award that Tenant is entitled to under this Section 13.7. Nothing in this Section 13.7 shall be deemed a waiver or surrender by Tenant or any subtenant of any right to receive relocation assistance under Government Code Section 7260, et seq., or compensation for moving of personal property under Code of Civil Procedure Section 1263.260.

ARTICLE 14. ASSIGNMENT AND SUBLETTING

14.1. General. Prior to the Completion of the Improvements, defined as issuance of certificates of occupancy for all Improvements to be constructed on the Property, Tenant shall not have the right to assign its rights or obligations under this Lease unless such assignment has been approved in writing by Landlord. Landlord may grant or withhold such approval at its sole discretion. Any permitted assignment shall specifically provide that Developer's assignee agrees to be bound by the provisions of this Lease.

Following the completion of the Improvements, Tenant may not assign its interest in this Lease or sublet all or any portion of the Property or Improvements without Landlord's written consent, except as otherwise hereinafter provided in this Article 14. When such consent is required, it shall not unreasonably be withheld, conditioned or delayed. It shall not be unreasonable for Landlord to condition its approval, among other things, upon the proposed assignee having a financial net worth, according to a current financial statement prepared by a certified public accountant, which is reasonably acceptable to Landlord, upon the proposed assignee having a reputation for and experience and qualifications in operating and maintaining similar properties reasonably comparable to that of the Tenant, and upon the proposed assignee having a first-class business reputation. In evaluating the acceptability of the net worth of a proposed assignee, Landlord may require that the assignee's net worth be sufficient to carry out the performance of Tenant's obligation under this Lease. Notwithstanding the foregoing, Landlord agrees that it will not withhold its consent to Tenant's assignment of its interest in this Lease if Tenant demonstrates to the reasonable satisfaction of Landlord that such assignee has a net worth equal to or exceeding that of Tenant as of the Commencement Date, has a reputation for and experience and qualifications in operating and maintaining at least three (3) similar properties, and has a first class business reputation in the real estate industry. Landlord's consent to any one assignment or sublease shall not constitute consent to any other assignment or sublease, and shall not constitute a waiver of the right to give or withhold consent in accordance with this Article 14.

14.2. Intentionally Omitted.

14.3. Transfer of Tenant. Prior to the Completion of the Improvements (as defined in Section 14.1), there shall be no change in control of Tenant (other than such changes occasioned solely by the death or incapacity of an individual, or the dilution of a partner's, shareholder's or member's interest pursuant to the provisions of the governing documents for the Tenant's entity)

without the prior written approval of Landlord. Landlord may grant or withhold such approval at its sole discretion. For purposes of this section, a "change in control" shall be defined as any transfers of more than 49 percent (49%) in the aggregate of the partnership or membership interests or stock of Tenant. Tenant shall promptly notify Landlord of any and all such changes in control of Tenant. This Lease may be terminated by Landlord if there is any change (voluntary or involuntary) in the control of Tenant in violation of this Lease (other than such changes occasioned solely by the death or incapacity of an individual, or the dilution of a partner's, shareholder's or member's interest pursuant to the provisions of the governing documents for the Tenant's entity) that has not been approved by Landlord prior to the time of such change. Following Completion of the Improvements, there shall be no change in control of Tenant (other than such changes occasioned solely by the death or incapacity of an individual, or the dilution of a partner's or shareholder's or member's interest pursuant to the provisions of the governing documents for Tenant's entity) without the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Further, following Completion of the Improvements and despite any other provision of this Lease, Landlord's consent is not required for any assignment to an Affiliate (as defined below), as long as the following conditions are met: (a) Landlord receives written notice of the assignment (as well as any documents or information reasonably requested by Landlord regarding the assignment or assignee); and (b) the assignee assumes in writing all of Tenant's obligations under this Lease. An "Affiliate" means any entity that controls, is controlled by, or is under common control with Tenant. For the purposes of this Section 14.3, "control" as it relates to an Affiliate means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of an entity or possession of the right to direct the entity's day-to-day affairs.

Notwithstanding anything to the contrary contained herein, Landlord hereby consents to the following transactions: (i) transfer of the limited partner's interest in Tenant to a limited partner investor; (ii) transfer by the limited partner investor of its limited partner interest in Tenant to an entity in which the limited partner investor or its affiliate manages and controls, directly or indirectly, the management decisions of said entity; (iii) the withdrawal, removal and/or replacement of Tenant's general partner(s) by the limited partner investor, its successors or assigns for a default under the Tenant's partnership agreement provided that Landlord has approved the replacement general partner, which approval shall not be unreasonably withheld, and (iv) the transfer of the Project or interest in the Tenant pursuant to options or rights of first refusal granted in the Tenant's partnership agreement.

14.4. Subleases.

A. Tenant may sublease all or any portion of the Property upon Landlord's written consent, which shall not be unreasonably withheld, conditioned or delayed.

1. Subleases of Residential Units. Landlord hereby consents to all subleases of individual residential rental units constructed on the Property, provided (that the subtenant is an "Very Low Income Household" as defined in Section 6.2 of this Lease and the sublease is consistent with the rent and income restrictions set forth therein. Tenant shall provide Landlord with copies of all reports and certifications given to state or federal regulatory agencies concerning the rental and income qualifications of subtenants.

2. Other Subleases. For any sublease other than those described in Section 14.4.A.1. above, it shall not be unreasonable for Landlord to withhold its consent of any proposed sublease if the proposed sublessee intends to use the Property for a use other than those authorized by this Lease or that is prohibited under Article 6 of this Lease. At least thirty (30) days prior to the effective date of any sublease of the Property or of any amendment or assignment of an existing sublease, Tenant shall submit a copy of the sublease, amendment or assignment to the Landlord, together with a certification of Tenant that the sublease or amendment does not grant to the proposed subtenant any option or other right to purchase the Tenant's leasehold interest in the portion of the Property which is the subject of such sublease.

B. In the event that Tenant is unable to make the certifications set forth in subsection A of this Section 14.4, no such sublease, amendment or assignment shall be approved by Landlord. Landlord shall approve or disapprove each such proposed sublease within thirty (30) calendar days of receipt of a copy of the sublease and if not approved or disapproved within such time, the sublease, amendment or assignment shall be deemed approved, but only if the written transmittal of the sublease contains a prominent notice in bold face type that failure to approve or disapprove the sublease within thirty (30) calendar days will result in the sublease being deemed approved. Tenant agrees to promptly provide Landlord with any information reasonably requested by Landlord relating to the identity of any proposed subtenant, the nature of such subtenant's business and the proposed subtenant's financial responsibility.

C. Each sublease entered into on the Property shall comply with the applicable provisions of the Lease. No sublease shall have a term, which extends beyond the Term of this Lease.

14.5. Nondisturbance Agreement. If Landlord has consented to a sublease, then Landlord shall, at Tenant's request, execute and deliver to any subtenant a recognition and nondisturbance agreement which shall assure such subtenant, so long as it is not in default under its sublease, the quiet possession of its subleasehold during the term thereof, notwithstanding Tenant's default or any termination of this Lease, provided that, except to the extent expressly agreed upon by Landlord in writing in such nondisturbance agreement: (a) no sublease shall be for a term which exceeds the Term of this Lease; (b) no sublease shall provide for prepaid rent (excepting an advance payment of the first month's rent and no more than an additional two month's rent as a security deposit); (c) all rental terms shall be reasonable and at prevailing market rates for comparable properties; and (d) no greater burdens are placed upon the Landlord in the sublease than are undertaken by the Landlord under this Lease. To obtain the recognition and nondisturbance agreement, Tenant shall provide Landlord with a fully executed copy of any sublease along with a written request for such agreement.

ARTICLE 15. TENANT DEFAULTS AND LANDLORD'S REMEDIES

15.1. Defaults by Tenant. Tenant shall be in default under the Lease if:

A. Tenant is at any time in default in the payment of rent or any other monetary sum called for by this Lease for more than ten (10) days following written notice from Landlord to Tenant; or

B. Tenant fails to commence the construction of the improvements on the Site as required by this Agreement for a period of ninety (90) days after written notice thereof from the City; or

C. Tenant abandons or substantially suspends construction of improvements on the Site for a period of ninety (90) days after written notice of such abandonment or suspension from City, subject to force majeure as set forth in Section 16.4 hereof; or

D. Tenant transfers, or suffers any involuntary transfer of the Site or any part thereof in violation of this Agreement; or

E. Tenant assigns, sells, transfers, conveys, encumbers, hypothecates or leases the whole or any part of the Property or any improvement constructed thereon in violation of this Lease; or

F. Tenant fails to perform any other material term or provision of this Lease, including but not limited to compliance with the rent and income restrictions for the residential units as set forth in Section 6.2.B ninety (90) days after written notice thereof from the City; or

G. There occurs, in violation of this Lease, any change in control of Tenant or of a part thereof, or any other act or transaction involving or resulting in a change in the identity of the parties in control of Tenant or the degree of such control; or

15.2. Remedies. Subject to the rights of any leasehold mortgagees permitted under Article 16 of this Lease, upon the occurrence of any default, in addition to any and all other rights or remedies of Landlord hereunder, or by law or in equity provided, Landlord shall have the sole option to exercise the following rights and remedies:

A. Prior to completion of construction of the Improvements, Landlord may terminate this Lease, reenter and take possession with respect to the Property, provided that Landlord shall first pay to Tenant the City shall pay to the Developer in cash an amount equal to: (i) The costs actually incurred by the Developer for on-site labor and materials for the construction of the improvements existing on the Site at the time of the repurchase, reentry and repossession, exclusive of amounts financed; less (ii) any gains or income withdrawn or made by the Developer from the Site or the improvements thereon; and less (iii) the amount of liens on the Site, and any unpaid assessments against the Site which are assumed by the City. Following such payment to Tenant, all Tenant's rights in the Property and in all Improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Property and all Improvements.

B. Following issuance of the Certificate of Completion, Landlord may terminate this Lease by giving Tenant notice of termination. On the giving of the notice, all Tenant's rights in the Property and in all Improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Property and all Improvements in broom-clean

condition; and, subject to the provisions in Section 15.2.B, below, respecting the right of certain subtenants to remain, Landlord may reenter and take possession of the Property and all Improvements and eject all parties in possession or eject some and not others, or eject none. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant.

C. Without terminating this Lease, Landlord may at any time and from time to time relet the Property and Improvements thereon or any part or parts of them for the account and in the name of Tenant or otherwise. Landlord may at Landlord's election eject all persons or eject some and not others, or eject none; provided, however, that Landlord shall not have the right to eject any subtenant who is not in default under a sublease whose lease has been duly submitted and approved (if required) in writing by Landlord pursuant to Section 15.3 of this Lease and is not then in default. Any reletting may be for the remainder of the Term or for a longer or shorter period. Landlord may execute any leases made under this provision either in Landlord's name or in Tenant's name, and shall be entitled to all rents from the use, operation, or occupancy of the Property or Improvements thereon, or both. Tenant hereby appoints Landlord its attorney-in-fact for purpose of such leasing. Tenant shall nevertheless pay to Landlord on the due dates specified in this Lease the equivalent of all sums required of Tenant under this Lease, less the revenue received by Landlord from any reletting or attornment, plus Landlord's expenses, including (by way of example), but not limited to, remodeling expenses, commissions and advertising costs. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant notice of termination.

C. Reletting by Landlord pursuant to Paragraph B, above, does not waive Landlord's right to thereafter terminate this Lease and all of Tenant's rights in or to the leased Property.

15.3. Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits a default which Tenant has failed to cure within the time established therefor, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date, shall bear interest at the rate provided in Section 4.4 from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be considered Additional Rent.

ARTICLE 16. MISCELLANEOUS

16.1. Holding Over. If Tenant shall hold over the leased Property after the expiration of the Term hereof with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. Tenant hereby agrees to pay to Landlord as monthly rental one-twelfth (1/12) of the amount which is one hundred twenty-five percent (125%) of the total amounts (inclusive) paid from Tenant to Landlord in the year prior to the expiration of the Term.

16.2. Attorneys' Fees. In the event that any action or arbitration is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies

in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including, but not limited to, attorneys' fees.

16.3. Quiet Possession. Landlord agrees that Tenant, so long as Tenant is not in default under this Lease and is paying the rent and performing the covenants and conditions of this Lease, shall quietly have, hold and enjoy the leased Property throughout the Term hereof without interruption or disturbance from Landlord or any other persons claiming by, through or under Landlord; and Landlord warrants to Tenant that as of the Commencement Date of said lease term, there were no existing tenancies on the leased Property.

16.4. Force Majeure. Except as to the payment of rent, in addition to the specific provisions of this Lease, neither of the parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delays due to war; act of terrorism; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the Landlord shall not excuse performance by the Landlord); or any other causes whether similar or dissimilar to the foregoing which is beyond the reasonable control or without the fault of the party claiming an extension of time to perform, and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

16.5. Notices. Any notice to be given or other document to be delivered by either party to the other hereunder shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery, (ii) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below, (iii) the immediately succeeding business day after deposit with Federal Express or other equivalent overnight delivery system or (iv) upon electronic transmission to the principal offices of Landlord and Tenant, and addressed to the party for whom intended, as follows:

Landlord: City of Woodland
300 First Street
Woodland, CA 95695
Attention: City Manager

Tenant: Friends of the Mission
P.O. Box 8485
Woodland, CA 95695

Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

16.6. Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or other terms, covenants, agreements, restrictions and conditions hereof.

16.7. Surrender. Upon the expiration or sooner termination of the Term of this Lease, and notwithstanding anything herein contained to the contrary, Tenant shall surrender to Landlord all and singular the leased Property, together with the Improvements then situated thereon, in good condition and repair, except for reasonable wear and tear.

16.8. Binding. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only Landlord and Tenant, but to each of their respective heirs, administrators, executors, successors and assigns. Whenever in this Lease reference is made to either Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the heirs, administrators, executors, successors and assigns of such parties, the same as if in every case expressed.

16.9. Landlord's Right to Enter Property. Landlord and its authorized representatives shall have the right to enter the Property at all reasonable times, after giving Tenant three (3) business days' prior written notice, for any of the following purposes: to determine whether the Property is in good condition and whether Tenant is complying with its obligations under this Lease; to do any necessary maintenance and to make any restoration to the Property that Landlord has the right or obligation to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Lease; to do any necessary maintenance and to make any restoration to the Property that Landlord has the right or obligation to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Lease; to post "for sale" signs at any time during the term, so long as such signs make it clear at first impression it is Landlord's interest alone that is for sale; to post "for rent" or "for lease" signs during the last one (1) year of the term, or during any period while Tenant is in default; to show the Property to prospective brokers, agents, buyers, tenants or persons interested in an exchange, at any time during the term; and to do any act or thing necessary for the safety or preservation of the Property if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street.

A. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Property as provided in this section other than those caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors.

B. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this section.

16.10. Disclaimer of Partnership. The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

16.11. Memorandum. A short form Memorandum of this Lease ("**Memorandum**") shall be recorded within five (5) working days after the time this Lease is executed. The Parties agree to make any amendment or modification of the Memorandum in such form as shall be reasonably required (i) for Tenant to be able to obtain a leasehold title policy insuring Tenant's leasehold interest in the Property, or (ii) by any leasehold mortgagee.

16.12. Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within thirty (30) days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

16.13. Interpretation. The titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

16.14. Covenants and Conditions. Each term and each provision, including, without limitation, the obligation for the payment of rent, to be performed by Tenant or Landlord, as the case may be, shall be construed to be both a covenant and a condition of this Lease.

16.15. Integration. This Lease and the exhibits and documents of both incorporated by reference, constitutes the entire agreement between the parties and there are no conditions, representations or agreements regarding the matters covered by this Lease which are not expressed herein.

16.16. Estoppel Certificate. If upon any sale, assignment or hypothecation of the Property or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver, within ten (10) business days after written request therefor by Landlord, a statement in recordable form addressed to any such proposed mortgagee or purchaser, or to Landlord, in a form requested by Landlord's mortgagee or purchaser, certifying that this Lease is unmodified and is in full force and effect (if such be the case), certifying the commencement and termination dates of the lease term, certifying that there has been no assignment or subletting of this Lease (or providing detail regarding any such assignment or subletting), and that there are no defenses or offsets hereto (or stating those claimed by Tenant) and containing such other information as may reasonably be requested by the party to whom such certificate is addressed. In

the event Tenant fails to deliver such estoppel certificate to Landlord within the ten (10) day period provided above, it shall be deemed that this Lease is in full force and effect and that Tenant has no defenses or offsets against Landlord.

16.17. Landlord's Right to Sell. Landlord shall have the right to sell its fee estate in the Property and assign its interest in this Lease without limitation; provided, however, that any such sale shall be subject to this Lease. Upon any such conveyance, Landlord shall automatically be relieved of any obligations under this Lease other than those obligations, which accrued prior to the date of such conveyance. Landlord shall also have the right to mortgage, hypothecate or otherwise pledge its interest in the Property and this Lease.

16.18 Amendments to This Lease. Landlord and Tenant agree to mutually consider reasonable requests for amendments to this Lease that may be made by either of them, subtenants of Tenant, lending institutions or bond counsel or financial consultants to Landlord or Tenant, provided such requests are consistent with this Lease and would not materially alter the basic business terms included herein. No amendment hereto shall be effective unless in writing and signed by the parties hereto.

16.19 Time is of the Essence. Time is of the essence in the performance of the terms and conditions of this Lease.

[Signatures continued on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their lawfully authorized representatives.

LANDLORD:

CITY OF WOODLAND, a municipal corporation of the State of California

By: _____
Ken Hiatt, City Manager

APPROVED AS TO FORM:

Ethan Walsh, City Attorney

TENANT:

FRIENDS OF THE MISSION, a California not for profit corporation

By:

EXHIBIT A

Property Legal Description

EXHIBIT B
PARCEL 2

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 27, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

BEGINNING at a point being distant the following two (2) courses from City of Woodland Survey Station "T-16" marking the Quarter Section corner of said Section 27: (1) along the Quarter Section line of said Section 27, North 89°50'44" West 959.20 feet; and (2) leaving said Quarter Section line, North 00°09'16" East 260.00 feet; thence, from said POINT OF BEGINNING, North 00°09'16" East 400.00 feet; thence South 89°50'44" East 300.00 feet; thence South 00°09'16" West 400.00 feet; thence North 89°50'44" West 300.00 feet to the POINT OF BEGINNING.

Containing 2.755± acres (120,000 square feet) of land, more or less.

The basis of bearings for this description is the Quarter Section line of said Section 27, shown as South 89°50'44" East in Book 9 of Maps and Surveys, at Pages 25 and 26, said County Records.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.




Bryan P. Bonino, L.S. 7521


Date

EXHIBIT D
RESERVATION FOR EMERGENCY ACCESS EASEMENT
AND PRIVATE ACCESS EASEMENT

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, being a portion of Section 27, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

THE Easterly 24.00 feet of Parcel 1, as described in Exhibit A, attached hereto and made a part hereof.

TOGETHER with the Easterly, Northerly, Westerly, and Southerly 24.00 feet of Parcel 2, as described in Exhibit B, attached hereto and made a part hereof.

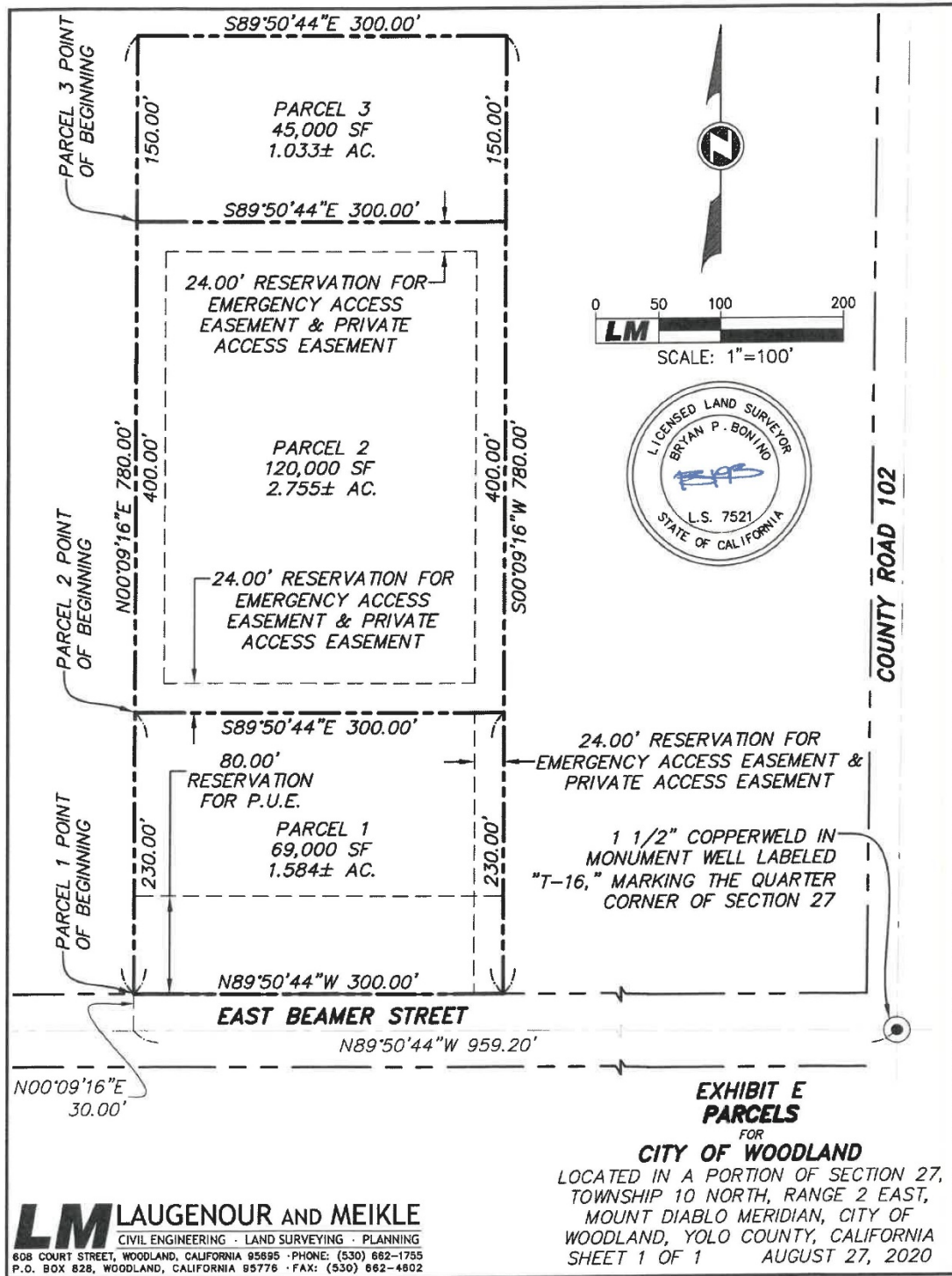
End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.




Bryan P. Bonino, L.S. 7521


Date



Parcel Name: PARCEL 2

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,011,457.1747'

East: 6,638,559.3533'

Segment# 1: Line

Course: N89° 50' 44"W

Length: 300.00'

North: 2,011,457.9833'

East: 6,638,259.3544'

Segment# 2: Line

Course: N0° 09' 16"E

Length: 400.00'

North: 2,011,857.9819'

East: 6,638,260.4326'

Segment# 3: Line

Course: S89° 50' 44"E

Length: 300.00'

North: 2,011,857.1732'

East: 6,638,560.4315'

Segment# 4: Line

Course: S0° 09' 16"W

Length: 400.00'

North: 2,011,457.1747'

East: 6,638,559.3533'

Perimeter: 1,400.00'

Area: 120,000.00Sq.Ft.

Error Closure: 0.0000

Course: N0° 00' 00"E

Error North : 0.00000

East: 0.00000

Precision 1: 1,400,000,000.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AUTHORIZING THE CITY MANAGER TO NEGOTIATE
AND EXECUTE AN OPERATING AGREEMENT FOR THE
PERMANENT SUPPORTIVE HOUSING PROJECT**

WHEREAS, there is a growing number of individuals and families in the City of Woodland and Yolo County who lack adequate food and shelter; and

WHEREAS, the City of Woodland owns that certain real property (as described in Exhibit A, attached hereto and incorporated herein), located in unincorporated Yolo County right outside of City limits, at the corner of East Beamer Street and County Road 102, with an address of 1903 E. Beamer Street, described as Yolo County Assessor's Parcel Number 027-360-043 (the "Property"), and the City desires that the Property be used to provide 61 modular housing units that will provide permanent supportive rental housing (inclusive of a manager's unit, which may not be restricted to a specific income level) (the "Permanent Housing") and a community center of approximately 2,800 square feet (the "Community Center") on the Property to provide affordable housing for individuals and families that are currently homeless; and

WHEREAS, the City Council of the City of Woodland on April 21, 2020 declared conditions of emergency and authorized the performance of permanent supportive housing project for individuals and households transitioning from homelessness as a means of quickly providing shelter to the homeless population, a need that has become even more urgent with the emergence of COVID-19, a contagious virus that has been classified as a global pandemic and has no known cure at this time; and

WHEREAS, the City Council on March 16, 2021 approved the award of a construction contract for the Permanent Supportive Housing Project;

WHEREAS, the City Council on April 19, 2022 approved the \$15,770,467 appropriation of State Homkey Grant Funds for the Permanent Supportive Housing Project;

WHEREAS, a priority initiative of the City Council of the City of Woodland for 2023 is to improve quality of life; and

WHEREAS, FOM is a non-profit corporation that provides affordable housing for people in need, particularly to the homeless population in Yolo County; and

WHEREAS, F&H's mission is to provide services, including shelter and recovery services, to individuals in need, and F&H currently provides homeless shelter and meal services to the homeless; and

WHEREAS, the City is entering into a Ground Lease with FOM pursuant to which FOM will own and operate the permanent supportive housing, with F&H serving as its on-site property manager and providing services and support to the residents of the permanent supportive housing; and

WHEREAS, as consideration for the City's contributions to the permanent supportive housing, the City desires to develop operational standards that FOM and F&H will comply with in the operation of the permanent supportive housing; and

WHEREAS, the City Council desires to authorize the City Manager to negotiate and enter into a Memorandum of Understanding with FOM and F&H for operations of the Permanent Supportive Housing Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND that the City Council hereby authorizes and directs the City Manager to negotiate and enter into a Memorandum of Understanding with Friends of the Mission and Yolo Wayfarer Center (dba Fourth and Hope) in substantially the form included with the staff materials accompanying this Resolution, provided that the City Manager is granted the discretion to make modifications to the form of such Memorandum of Understanding in his discretion in furtherance of the City's goals and interests with regard to the Permanent Supportive Housing Project

PASSED AND ADOPTED by the City Council this 4th day of October, 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

**MEMORANDUM OF UNDERSTANDING
CONCERNING OPERATION OF PERMANENT SUPPORTIVE HOUSING PROJECT**

This Memorandum of Understanding Concerning Operation of Permanent Supportive Housing Project (“Agreement”) is entered into this _____ day of _____, 2022, by and among the City of Woodland, a municipal corporation of the State of California (“City”), Friends of the Mission, a not for profit California corporation (“FOM”), and Yolo Wayfarer Center, dba Fourth and Hope, a not for profit California corporation (“F&H”), each of whom shall be referred to as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, there is a growing number of individuals and families in the City of Woodland and Yolo County who lack adequate food and shelter; and

WHEREAS, the City of Woodland owns that certain real property (as described in **Exhibit A**, attached hereto and incorporated herein), located in unincorporated Yolo County right outside of City limits, at the corner of East Beamer Street and County Road 102, with an address of 1903 E. Beamer Street, described as Yolo County Assessor’s Parcel Number 027-360-043 (the “**Property**”), and the City desires that the Property be used to provide 61 modular housing units that will provide permanent supportive rental housing (inclusive of a manager’s unit, which may not be restricted to a specific income level) (the “**Permanent Housing**”) and a community center of approximately _____ square feet (the “**Community Center**”) on the Property to provide affordable housing for individuals and families that are currently homeless; and

WHEREAS, the City Council of the City of Woodland on April 21, 2020 declared conditions of emergency and authorized the performance of permanent supportive housing project for individuals and households transitioning from homelessness as a means of quickly providing shelter to the homeless population, a need that has become even more urgent with the emergence of COVID-19, a contagious virus that has been classified as a global pandemic and has no known cure at this time; and

WHEREAS, FOM is a non-profit corporation that provides affordable housing for people in need, particularly to the homeless population in Yolo County; and

WHEREAS, FOM has sought and secured grants and financing to be used in part for the development of the Permanent Housing, including but not limited to grants from the California Housing and Community Development HomeKey program, Partnership HealthPlan; and

WHEREAS, the City and FOM have completed work necessary to complete the Permanent Housing and the Permanent Housing is ready for occupancy; and

WHEREAS, the City intends to enter into a ground lease of the Property to FOM, and FOM will own and operate the Permanent Housing, and the City intends to convey the Property to FOM upon completion of the Community Center

WHEREAS, F&H’s mission is to provide services, including shelter and recovery services, to individuals in need, and F&H currently provides homeless shelter and meal services to the homeless; and

WHEREAS, both FOM and F&H intend to provide services to the population transitioning from homelessness that will reside in the Permanent Supportive Housing and the City’s commitment to participate in the development of the Permanent Supportive Housing and to convey the Property to FOM for the ownership and

operation of the Permanent Supportive Housing is conditioned in part on the provision of services to the residents of the Permanent Supportive Housing and the continued operation of the Permanent Supportive Housing and the Community Center in a manner that is beneficial to the residents and the community of the City of Woodland; and

WHEREAS, the City, FOM and F&H desire to enter into this MOU to commemorate the parties' agreement and understanding regarding the operation of the Permanent Supportive Housing and the Community Center on the Property;

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

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are expressly incorporated herein by reference.

2. Purpose of Agreement. The purpose of this Agreement is to set forth the expectations and obligations of the parties concerning operation of the Permanent Supportive Housing and the Community Center located on the Property. The parties acknowledge and agree that the Property is initially being ground leased by the City to FOM, and upon the anticipated conveyance of the Property by the City to FOM, the City will record a regulatory agreement against the Property that will include additional requirements governing the affordability and operation of the Permanent Supportive Housing. The parties agree and acknowledge that these requirements are in addition to the requirements set forth in the Ground Lease entered into by and between City and FOM, and the Regulatory Agreement to be subsequently entered into by and between the City and FOM. In the event of any conflict between the Ground Lease or the Regulatory Agreement and this MOU, the Ground Lease and the Regulatory Agreement shall govern.

3. Permanent Supportive Housing Project Description. The Permanent Supportive Housing is comprised of a 61 unit new construction project of modular units with associated improvements. The Permanent Supportive Housing includes 50 one-bedroom and 10 two-bedroom units, all of which are fully furnished and will be occupied Extremely Low Income households whose income does not exceed thirty percent (30%) of the Area Median Income for Yolo County as determined by the California Department of Housing and Community Development and the Yolo County Housing Project Based Voucher program, and 1 two-bedroom manager's unit. The furnishings and utilities provided within the Permanent Supportive Housing units are as follows:

A. The 50 one-bedroom units will have up to one bed, a kitchen, bathroom, toiletries, and basic furniture.

B. The 10 two-bedroom units will have up to two beds, a kitchen, bathroom, toiletries, and basic furniture.

C. One additional two-bedroom unit will be used as a manager's unit that will have up to two beds, a kitchen, bathroom, toiletries, and basic furniture.

D. Community Center. There will be a common community center located on the Property of approximately _____ square feet, which will be operated by F&H as part of their responsibilities operating the Permanent Supportive Housing.

E. Utilities. The Permanent Supportive Housing units shall have electricity provided by Pacific Gas & Electric, with conduit to accommodate Wave and AT&T telecommunications services, trash

collection services and shall be connected to the City water and sewer systems which the City is installing or has installed.

F. Appliances. Each of the Permanent Housing units will be equipped with the following appliances: hot water heater, HVAC, microwave, refrigerator, stove, washer/dryer, regular household furniture.

4. Operation of Permanent Supportive Housing. FOM will own and be responsible for the management the Permanent Supportive Housing units. FOM will enter into a management agreement with F&H for the operation and management of the Permanent Supportive Housing in accordance with the following terms:

A. On-Site Management. F&H will provide on-site management of the Permanent Supportive Housing, including providing the on-site manager that will reside in the manager's unit, provide additional property management staff and site monitors for the day to day management of the Property and monitoring of the video security system to be installed on the Property. F&H will provide such services pursuant to a written property management agreement between FOM and F&H, which shall be subject to review and approval by the City,

B. Selection of Tenants. FOM shall be responsible for tenant selection for the Permanent Supportive Housing units. Prospective tenants shall be referred by the Yolo County Homeless and Poverty Coalition ("HPAC") coordinated entry system, and must be currently homeless. FOM may work with F&H or another third party in furtherance of the tenant selection process, provided that any third party assisting in this process must be approved by the City in advance.

C. Evaluation of Services Needed. F&H will evaluate the individual service needs of the individuals or household and learn about past or current services provided and any other information necessary for FOM to provide services, such as case management, to the individual or household.

5. Termination of Lease. FOM may terminate a lease only for serious or repeated violations of material terms of the FOM tenant lease agreement, such as failure to make payments due under the lease or to fulfill Tenant(s) obligations set forth in the FOM tenant lease, or for other reasonable cause.

A. Recordkeeping and Reporting Requirements. F&H will maintain records of services provided to Permanent Supportive Housing residents. Quarterly Reports should include information such as, number of individuals served, ethnic/racial background, City and County of origin, and services provided. Quarterly Reports should be submitted to the City no later than 30 days after the quarter has ended. An annual report should be submitted to the City no later than 30 days after the year has ended.

B. Management of Adjacent Area. F&H and FOM agree to use their best efforts to discourage illegal camping, trespassing, and loitering in the area surrounding the Property and will encourage Permanent Supportive Housing residents to act in a manner that will not negatively affect adjacent properties or businesses. F&H will communicate with the adjacent landowners and businesses to attempt to resolve any issues that may arise, or have arisen, regarding the Permanent Supportive Housing project.

C. Meetings with City. F&H and FOM agree to meet with the City to discuss and resolve issues on and off-site arising from the operation of the Permanent Supportive Housing Project. Frequency of meetings shall be monthly from date of initial occupancy for a period of twelve months. Thereafter, parties shall agree to meet on an as needed basis.

6. Additional Operational Practices. Subject to sufficient funding, F&H will also provide the following services:

A. Participate in the Homeless Management Information System (“HMIS”) or a comparable system for domestic violence treatment.

B. F&H will use HMIS or comparable data quality reports to ensure the accuracy of submitted information and will participate in the Yolo County CoC HIMS system and data that is available to those agencies in the collaborative. HMIS data shall be submitted to federal, state and local contractors for outcomes measurement requests. The outcome data shall be available to other partnering agencies as needed.

C. Actively monitor and provide information, and potentially access, to Permanent Supportive Housing residents about drug and alcohol recovery services, mental health treatment services, employment services, money management/credit counseling services, parenting support, and other services as needed and relevant to the individual or household.

D. Actively monitor and provide information that supports individuals potential access to other services as may be needed, assistance with accessing available services, assistance with benefits and advocacy on behalf of Permanent Supportive Housing residents, the provision of or referral to employment services, and providing regular check-ins with F&H staff or volunteers about individuals’ progress.

E. Partner with local service providers in an effort to streamline support services and case management directly to tenants and dedicate space within the community center building for local service providers to provide services to tenants on an as-needed basis.

F. Develop new housing plan for Permanent Supportive Housing residents in an effort to provide residents with stable long-term housing.

G. When individuals are denied permanent housing based on cause, F&H will track the reasons for an individual being denied housing. Transportation back to community of origin, if other than Woodland, shall be offered to individuals denied permanent housing based on cause.

H. Track each reason for why a Permanent Supportive Housing resident was involuntarily discharged from the Permanent Supportive Housing in a format that is easily reportable.

I. Provide direct assistance with transportation via the emergency shelter van or like method and assist residents with accessing public transportation and other transportation-related needs that may arise.

J. Develop protocols and practices, in coordination with the Woodland Police and Fire Departments in an effort to minimize calls for service to the Permanent Supportive Housing site.

K. Establish and enforce “quite hours” between 10pm and 6am daily.

L. Properly sign and enforce designated parking and no parking areas. Require residents to register their vehicles. Vehicle repairs and storage of inoperable vehicles onsite is strictly prohibited.

M. No more than two bicycles per tenant are allowed.

N. Visitors must check-in at the Manager’s office and a visitation log must be updated regularly and saved for recordkeeping purposes.

7. Funding for Operations. The City agrees, whenever it is feasible and necessary, to partner with FOM and F&H in its pursuit of available funding related to continued operations of the Permanent Supporting

Housing project.

8. Additional Obligations. The parties agree that FOM and F&H are further responsible to comply with the following obligations:

A. Ongoing Maintenance. F&H and FOM shall be responsible, at their sole cost and expense, for the maintenance of grounds and all common areas of the Property, as well as maintenance (including regular janitorial services) for the Community Center.

B. Repairs. F&H and FOM shall be responsible, at their sole cost and expense, for making minor and major improvements and repairs to all portions of the Permanent Housing units. F&H and FOM shall determine between them which party is responsible for which type of repair. F&H and/or FOM shall be responsible, at its/their sole cost and expense, for all repair to and replacement of parts, and materials due to negligence, damage, or removal by clients or staff.

C. Security and Permanent Housing Monitoring. F&H shall pay for the installation and maintenance of a security system and will maintain security cameras that will provide a video feed of the exterior of the Permanent Housing units and the Property to the Woodland Police Department. FOM shall provide staff that monitors the site and shall provide such security in a manner that is consistent with best practices for affordable housing developments in Yolo County.

D. Accounting and Fiscal Controls. FOM and F&H will use accounting systems that is maintained in accordance with Generally Accepted Accounting Principles (GAAP). F&H will incorporate internal fiscal control procedures that are periodically reviewed and approved by the FOM and F&H Boards of Trustees, respectively, that shall be utilized in conjunction with their respective responsibilities with regard to the Permanent Supportive Housing project.

9. Term. This Agreement shall become effective upon the execution of it by the last party to execute it and shall continue in full force and effect until the City transfers the Project Site to FOM unless earlier terminated by the parties.

10. Termination. This Agreement may be terminated by any party with respect to any other party(ies) for default, or upon mutual agreement of the Parties.

11. Amendment. The parties each agree to reasonably consider amendments to this Agreement to address changed circumstances with regard to the operation of the Property.

12. General Provisions.

A. Notice. Any communication, notice, or demand of any kind whatsoever that any party may be required or may desire to give to, or serve upon, another party shall be in writing and delivered by personal delivery (including express or courier service), by facsimile transmission (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

City: City of Woodland
Woodland City Hall
300 First Street
Woodland, CA 95695

Attn: City Manager
Facsimile: (530) 661-5813

F&H: Fourth and Hope
P.O. Box 1248
Woodland, CA 95776

FOM: Friends of the Mission
P.O. Box 8485
Woodland CA 95695

Any party may change its address for notice by written notice given to the other parties in the manner provided in this Section. Any such communication, notice, or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication, or three (3) days after being placed in the U.S. Mail, if mailed.

B. Entire Agreement. This Agreement contains all agreements, promises, and understandings among the parties, and no other oral agreements, promises, or undertakings will be binding upon any of the parties, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by all of the parties.

C. Principles of Interpretation. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Lease. The parties have both participated substantially in its negotiation, drafting, and revision, with advice from legal counsel and other advisers of their own selection.

D. Assignment. No party may assign this Agreement without the prior express written consent of the other parties, which consent may be withheld in a party's sole discretion.

E. Successors. This Agreement shall be binding on, and shall inure to the benefit of, the successors and assigns.

F. Waiver. The waiver by any party of any breach of any term, covenant, condition, or provision contained herein shall not be deemed to be a waiver of such term, covenant, condition, or provision for any subsequent breach of the same or any other term, covenant, condition, or provision contained herein.

G. Attorneys' Fees. The prevailing party in any action brought by any party hereto, based on any claim arising under this Agreement, and shall be entitled to reasonable attorneys' fees and court costs.

H. Invalidity. If any provision of this Lease is invalid or unenforceable with respect to either party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

I. Governing Law and Choice of Forum. This Agreement, and performance hereof, shall be governed, interpreted, construed, and regulated by the laws of the State of California. Venue shall be in Yolo County.

EXHIBIT A

PARECEL 2

THAT portion of real property situated in the City of Woodland, County of Yolo, State of California, being a portion of Section 27, Township 10 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

BEGINNING at a point being distant the following tow (2) courses from City of Woodland Survey Station "T-16" marking the Quarter Section corner of said Section 27. (1) along the Quarter Section line of said Section 27, North 89°50'44" West 959.20 feet; and (2) leaving said Quarter Section line, North 00°09'16" East 260.00 feet; thence, from said POINT OF BEGINNING, North 00°09'16" East 400.00 feet; thence South 89°50'44" East 300.00 feet; thence South 00°09'16" West 400.00 feet; thence North 89°50'44" West 300.00 feet to the POINT OF BEGINNING.

Containing 2.755± acres (120,000 square feet) of land, more or less.

The basis of bearing for this description is the Quarter Section line of said Section 27, shown as South 89°50'44" East in Book 9 of Maps and Surveys, at Pages 25 and 26, said County Records.

End of description.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 4, 2022
ITEM #: H.12
SUBJECT: Extension of Tyler Technologies, Inc., Maintenance and Support Level Agreement

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a one-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and Conditions set forth by the contract approved by Council on September 1, 2009.

Staff Contact:

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

Fiscal Impact:

The recommendation would authorize the City Manager to extend the existing Maintenance and Support Level agreement with Tyler Technologies for a one-year term, for an amount not to exceed \$120,000. Funding for this agreement is provided in the fiscal year 2022/23 approved budget.

Discussion:

Tyler Technologies, Inc., is the vendor for the City's Enterprise Resource Planning (ERP) software. This is an enterprise system to manage core functions of our City government such as Finance, Utility Billing, Permitting, Business Licensing, and Payroll. The Maintenance and Support Level Agreement describes in detail the expectations of support and software updates to be provided by Tyler Technologies. The original Maintenance and Support Level Agreement was approved by the Council and executed on September 1, 2009. The staff is recommending approval of a one-year extension to the agreement, which will expire on June 30, 2023. After that date, a new contract will be effective, with Tyler Technologies, for maintenance and support of the new ERP system that has been selected and is currently being implemented by staff.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute a one-year extension of the existing Maintenance and Support Level Agreement with Tyler Technologies, Inc., using the Terms and Conditions set forth by the contract approved by Council on September 1, 2009.

Prepared by: J Kimura, Senior Application Analyst

Reviewed by: Scott Sawin, Information Technology Manager

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

Ken Hiatt
City Manager

Attachments:

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

EXHIBIT 5: Maintenance and Support Level Agreement

Support Services

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

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

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

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

EDEN Help Desk

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

Focused by Application

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

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

Call Tracking and Priorities

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

A priority is assigned to each call logged:

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

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

Call Escalation Process

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

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

Remote Diagnostic Tool

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

Web / E-mail Support

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

OSDBA Help Desk

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

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

The primary areas of provided services include:

Operating System Support

Basic OS System Administration

Cleaning up file systems

Printer installation & configuration assistance

Cash Station (POS) installation & configuration assistance

System backup configuration assistance

System recovery assistance

System transfer services

RDBMS Database Software Support

RDBMS (Relational Database Management System) Administration assistance

RDBMS software upgrade installation assistance

Data recovery assistance

Connectivity software installation & configuration assistance

RDBMS tuning assistance

EDEN Software Support

Maintenance Release/Upgrade installation assistance

Additional OSDBA Services

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

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

Customer Care

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

Web Page Customer Tools / Information Access

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

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

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

Local Group Training

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

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

City of Woodland – Tyler Technologies Agreement

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

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

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

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

Section A – General Terms and Conditions

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

Tyler agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

3. **Time of Performance.** The services of Tyler are to commence upon execution of this Agreement by, and receipt of written notice to proceed from City, and shall be undertaken and completed in a prompt and timely manner.

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

4. Compensation.

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

5. Termination.

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

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

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

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

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

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

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

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

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

- 16. Tyler to Provide Insurance.**

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

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

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

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

h. *Comprehensive General and Automobile Liability Insurance*

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

i. *Professional Liability*

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

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

provide Tyler with City's tax-exempt certificate.

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

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

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

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

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

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

Client:

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

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

30. Ownership.

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

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

32. Miscellaneous Provisions.

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

Section B Software License

1. License Grant.

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

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

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

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

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

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

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

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

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

3. Verification of Tyler Software Products.

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

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

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

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

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

4. Limited Warranty.

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

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

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

5. Intellectual Property Infringement Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

d) Remedy.

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

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

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

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

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

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

Section C - Professional Services

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

2. Professional Services Fees.

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

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

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

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

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

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

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

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

Section D - Maintenance

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

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

3. Payment.

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

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

4. Maintenance Services Terms and Conditions.

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

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

6. City Responsibilities.

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

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

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

Section E - Third Party Products

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

2. License of Third Party Software Products.

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

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

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

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

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

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

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

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

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

6. Warranties.

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

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

7. Maintenance.

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

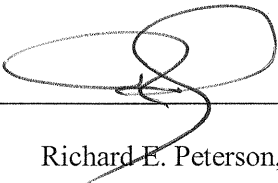
c) In the event the Developer charges a fee for future Third Party Software Product release(s), City shall be required to pay such fee.

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

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

Tyler Technologies, Inc.

City of Woodland, California

By: 
Richard E. Peterson, Jr.

President, Large Financial Division

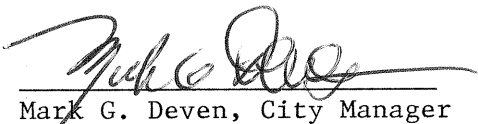
By: 

Name: Marlin H. Davies

Title: Mayor

Date: July 1, 2009

Date: September 1, 2009

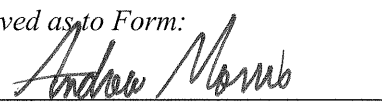
By: 
Mark G. Deven, City Manager

Date: September 1, 2009

Attest:
Name: 

Title: Director of Administrative Services

Date: September 1, 2009

Approved as to Form:
Name: 

Best Best & Krieger LLP

City Attorney

EXHIBIT 1: INVESTMENT SUMMARY

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

EXHIBIT 1: INVESTMENT SUMMARY (continued)

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

Exhibit 2 – Verification Test

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

Client: City of Woodland, California

Contact:

Date:

Financial Products

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

Customer Information System Products

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

Personnel Products

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

Exhibit 3 – Business Travel Policy

Airfare

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

Airport Parking

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

Mileage

Federal Government Rate

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

Airport Shuttle

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

Car Rental

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

Hotel/Motel

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

Meals

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

Miscellaneous

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

Exhibit 4: Fee and Payment Schedule

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

Year 1 – Fiscal Year 2009/ 2010

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

Year 2 – Fiscal Year 2011

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

Year 3 – Fiscal Year 2012

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

Year 4 – Fiscal Year 2013

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

Year 5 – Fiscal Year 2014

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

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

EXHIBIT 5: Maintenance and Support Level Agreement

Support Services

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

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

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

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

EDEN Help Desk

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

Focused by Application

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

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

Call Tracking and Priorities

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

A priority is assigned to each call logged:

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

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

Call Escalation Process

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

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

Remote Diagnostic Tool

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

Web / E-mail Support

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

OSDBA Help Desk

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

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

The primary areas of provided services include:

Operating System Support

Basic OS System Administration

Cleaning up file systems

Printer installation & configuration assistance

Cash Station (POS) installation & configuration assistance

System backup configuration assistance

System recovery assistance

System transfer services

RDBMS Database Software Support

RDBMS (Relational Database Management System) Administration assistance

RDBMS software upgrade installation assistance

Data recovery assistance

Connectivity software installation & configuration assistance

RDBMS tuning assistance

EDEN Software Support

Maintenance Release/Upgrade installation assistance

Additional OSDBA Services

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

EDEN Server System Maintenance

Remote System Administrator Training

Server Transfer Service every two years

See the Product Brief for Consulting Group for more details.

Customer Care

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

Web Page Customer Tools / Information Access

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

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

Research server requirements and hardware installation instructions

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

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

Log issues with the Support Department

Register for e-mail notification of support issues

Attend scheduled electronic meetings for training and product demonstrations

Local Group Training

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

Be a refresher on procedures run just once a year

Describe how to implement an advanced function

Provide instruction on using new functionality

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

EDEN 4.x - Improvements and Enhancements

Fixed Assets

Monthly Reconciliation

Budget Preparation

Personnel - Salary and Benefit Projections

System Administration

W-2 / 1099 Processing

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RESOLUTION NO. ____

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

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

WHEREAS, this agreement will be valid until June 30, 2023; and

WHEREAS, the City Council wishes to approve the Agreement and authorize its execution through the adoption of this Resolution.

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

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

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

PASSED AND ADOPTED this _____ day of _____ 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: October 4, 2022
ITEM #: I.13
SUBJECT: Sister City Visit: La Piedad de Michoacan, Mexico

Recommendation for Action: Staff recommends that the City Council receive an update on the upcoming visit from its Sister City of La Piedad de Michoacan, Mexico.

Background:

The Woodland City Council named La Piedad, Michoacan, Mexico as its Sister City on February 15, 2005. This designation recognizes that many Woodland residents have family ties to La Piedad, another community with a rich agricultural heritage and comparable in size. Since the inception of the sister city concept, the city of Woodland has worked to strengthen the relationship between the City of La Piedad and celebrate the rich heritage and culture that exists between both cities.

In 2005, a delegation from La Piedad visited the City of Woodland, led by former La Piedad Mayor Arturo Torres, and again in 2009, led by the late Mayor Ricardo Guzman. During these visits, there were multiple community events to celebrate their visit and the rich Mexican heritage shared by both cities. The interest in expanding the collaboration and exchange of ideas between both cities has been mutual. Each of the delegations who visited Woodland toured a variety of city, county, and state agencies and programs to learn about the technology and strategies used to support public safety, education, library services, local government, and clean water technology. Other important benefits include the donation of buses for the underserved population in La Piedad, the development of a teacher exchange program between the local university and Woodland Joint Unified School District, donation of computers, and sustainable agricultural techniques developed by the University of California Davis. In recent years, the city of La Piedad along with other local governments have made it a priority to help develop goals and strategies to build economic opportunities and develop environmental sustainability plans through educational, governmental, and business partnerships.

Discussion:

The City of Woodland will warmly welcome a delegation from La Piedad from October 12-15, 2022. At the Council meeting on October 4, Mayor Vega and Mayor Pro Tem Fernandez along with former Mayor Dr. Artemio Pimentel will provide further details of the planned activities for the upcoming visit.

Conclusion

Staff recommends that the City Council receive an update on the upcoming visit from its Sister City of La Piedad de Michoacan, Mexico.

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

Ken Hiatt
City Manager

Attachments:

None