City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

February 7, 2023
6:00 PM

CITY COUNCIL

CLOSED SESSION
5:30 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Sec. 54956.9)
   Name of Case: Sierra Northern Railway v. California Department of Water Resources, et al., (Yolo County Superior Court Case No. CV2022-0479)
2. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
   Agency Designated Representative: City Manager and Director of Administrative Services
   Employee Organization: Confidential Employees, Woodland Fire Mid-Management Association, Woodland Professional Firefighters Association and Woodland City Employees Association

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

C. CALL TO ORDER

D. ROLL CALL

E. PLEDGE OF ALLEGIANCE

F. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Council on any item other than those listed 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.

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: Black History Month Proclamation

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council proclaim the month of February 2023, as "Black Resistance Month."

5. SUBJECT: Gun Violence Survivors Week Proclamation

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a proclamation declaring the week of February 1, 2023 to February 7, 2023 as Gun Violence Survivors Week.

6. SUBJECT: City Council Meeting Minutes of January 10, 2023 and January 17, 2023

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Special City Council Meeting of January 10, 2023 and the Joint Regular City Council/Woodland Finance Authority Meeting of January 17, 2023.

7. SUBJECT: Community Services Department Quarterly Status Report for Second Quarter FY23

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the Second Quarter FY23.

8. SUBJECT: Treasurer's Quarterly Investment Report

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending December 31, 2022.

9. SUBJECT: Appoint Member to the Sustainability Advisory Committee

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint Jake Whitaker to the Sustainability Advisory Committee.

10. SUBJECT: Roadmap to the Future for Yolo County Children, Youth, and Families

   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

$20,000 in funding to support a Countywide Roadmap to the Future for Yolo County Children, Youth, and Families

11. SUBJECT: Approval of 2021 Continuum of Care Grant Agreements with U.S. Department of Housing and Urban Development; and Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope)

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to 1) execute Grant Agreements with U.S. Department of Housing and Urban Development for the 2021 Continuum of Care Program funded in the aggregate amount of $348,174; and 2) execute Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope); and 3) approve an additional appropriation of $348,174 to the Supportive Housing Program Fund (332).

12. SUBJECT: East Beamer Way Permanent Supportive Housing – Regulatory Agreement

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a 55-year regulatory agreement with Friends of the Mission for the Permanent Supportive Housing Project at 1901/1903 E. Beamer Street (APN: 027-360-043)

13. SUBJECT: Annual Maintenance for Geographic Information Systems (GIS) Report

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Annual Maintenance for Geographic Information Systems (GIS) Report; and adopt Resolution No. _____, authorizing the City Manager to execute a license agreement with ESRI, (Environmental Systems Research Institute).

I. REPORTS OF THE CITY MANAGER

14. SUBJECT: Welcome Baby Program

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to negotiate and enter into an Agreement with First 5 Yolo to provide a Welcome Baby program and to amend the Fiscal Year 2022/23 budget to appropriate $150,000 to the General Fund (Fund 101).

15. SUBJECT: Civic Fellowship Program

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on the Civic Fellowship Program.

16. SUBJECT: Interstate 5 / State Route 113 Connector & East Main Street Neighborhood Livability Project Update

    RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive an update on efforts to advance planning and construction of the freeway connectors between Interstate 5 and State Route 113 and approve submission of a grant to SACOG for the East Main Street Neighborhood Livability Project.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for Tuesday, February 7, 2023 was posted on Friday, February 3, 2023 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

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

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	February 7, 2023
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.

Ken Hiatt
City Manager

Attachments:
1. Council Long Range Calendar

UPDATED CITY COUNCIL LONG RANGE CALENDAR

FEBRUARY 21ST **REGULAR MEETING**

Consent Calendar
Fire Department Quarterly Report
Police Department Quarterly Report
Accept 2022 water/sewer replacement project as complete, CIP #21-01
Award construction contract for 2023 water/sewer replacement project as complete, CIP #22-04
Award consultant design agreement for ASR Well #31, CIP #17-05
Approve MOU with FOM for construction on Phase 3 of East Beamer Way
Approve contract amendment with Wood Rodgers for LCCFRRP, CIP #22-16
FEMA Public Assistance

Presentations
Library Board Annual Report

Public Hearing
Emergency Shelter Low Barrier Navigation Center Ord for the (I), (I/LIF?) (CMU) (DMU) zones

Regular Calendar
Main Street Projects
Police Dept. Strategic Plan

MARCH 4TH **SPECIAL MEETING**
City Council Retreat / Goal Setting Session

MARCH 7TH **REGULAR MEETING**
City Council Meeting Minutes of Feb. 7 and 21, 2023
Animal Services Contract
Woodland Micro Transit Service Presentation
Mid-year Budget

MARCH 21ST **REGULAR MEETING**
Annexations – Westucky, Barnard Court, North East Street, & Industrial Area
Woodland Research & Technology Park – Final EIR & Specific Plan

Future Topics / Study Sessions:

Youth Development Plan Presentation – Joint Session with WJUSD (January/February)
Cooperative Agreement with Caltrans – Gibson Road @ SR-113 Interchange CIP #19-13 (March)
Sustainability Advisory Committee Workshop (Tentative)
Waste Management Residential Smart Truck (TBD)
Rule 20A Undergrounding District (TBD)
Comprehensive Zoning Update

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	February 7, 2023
ITEM #:	H.4
SUBJECT:	Black History Month Proclamation

Recommendation for Action: Staff recommends that the City Council proclaim the month of February 2023, as "Black Resistance Month."

Background:
The observance of February as "Black Resistance Month" has been recognized nationally for more than 95 years. The theme for 2023 is Black Resistance. The Black History Month 2023 theme explores how "African Americans have resisted historic and ongoing oppression, in all forms, especially the racial terrorism of lynching, racial pogroms and police killings," since the nation's earliest days.

Prepared by: Ana B. Gonzalez

Attachments:
1. Black History Month Proclamation

PROCLAMATION
BLACK HISTORY MONTH
"BLACK RESISTANCE"
FEBRUARY 2023

WHEREAS, Negro History Week was established by Carter G. Woodson, knowns as the "Father of Black History" in 1926; and

WHEREAS, he realized the importance of providing a theme to focus the attention of the public; and

WHEREAS, the intention has never been to dictate or limit the exploration of the Black experience, but to bring to the public's attention important developments that merit emphasis; and

WHEREAS, the theme for 2023 focuses on the importance of Black Resistance; and

WHEREAS, African Americans have resisted historic and ongoing oppression, in all forms, especially the racial terrorism of lynching, racial pogroms, and police killings since our arrival upon these shores; and

WHEREAS, these efforts have been to advocate for a dignified self-determined life in a just democratic society in the United States and beyond the United States political jurisdiction; and

WHEREAS, Black faith institutions were spaces where Black communities met to organize resistance efforts, inspired folk to participate in the movements, and offered sanctuary during times of crisis; and

WHEREAS, by resisting Black people have achieved triumphs, successes, and progress as seen in the end of chattel slavery, dismantling of Jim and Jane Crow segregation in the South, increased political representation at all levels of government, desegregation of educational institutions, the passage of Civil Rights Act of 1964, the opening of the Smithsonian National Museum of African American History in DC and increased and diverse representation of Black experiences in media.

NOW, THEREFORE, BE IT RESOLVED THAT, the City Council of the City of Woodland does hereby proclaim the Month of February, 2023 as "BLACK RESISTANCE."

Dated: February 7, 2023

____
Vicky Fernandez, Mayor

Tania Garcia-Cadena, Mayor Pro Tem | Rich Lansburgh, Council Member

Tom Stallard, Council Member | Mayra Vega, Council Member

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 7, 2023
ITEM #: H.5
SUBJECT: Gun Violence Survivors Week Proclamation

Recommendation for Action: Staff recommends that the City Council adopt a proclamation declaring the week of February 1, 2023 to February 7, 2023 as Gun Violence Survivors Week.

Ken Hiatt
City Manager

Attachments:
1. NGVSW 2023 Proclamation

CITY OF WOODLAND
PROCLAMATION
NATIONAL GUN VIOLENCE SURVIVORS WEEK
FEBRUARY 1, 2023 TO FEBRUARY 7, 2023

WHEREAS, every year, more than 40,000 Americans are killed with guns and approximately 76,000 more are shot and wounded; and

WHEREAS, by early February, more Americans are killed with guns than are killed in our peer countries in an entire calendar year; and

WHEREAS, a gun violence survivor is anyone who has personally experienced gun violence — whether you have witnessed an act of gun violence, been threatened or wounded with a gun, or had someone you know and cared for wounded or killed; and

WHEREAS, forms of gun violence can include, but are not limited to: gun suicides, gun homicides, domestic violence involving a gun, shootings by law enforcement, and unintentional shootings; and

WHEREAS, 59 percent of American adults, including 71 percent of Black and 60 percent of Latinx Americans, or someone they care for has experienced gun violence in their lifetime, demonstrating the reach and impact gun violence has in communities across America; and

WHEREAS, firearms are the leading cause of death for children and teens; and

WHEREAS, people in America in cities across the nation are working to end the senseless violence by advocating for commonsense gun safety legislation; and

WHEREAS, by commemorating National Gun Violence Survivors Week on February 1 to February 7, cities across America will raise awareness about gun violence and honor the lives stolen by gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of those who are a danger to themselves or others and encourage responsible gun ownership to help keep our communities safe.

NOW, THEREFORE BE IT RESOLVED, that the City of Woodland declares February 1 to February 7, 2023 to be National Gun Violence Survivors Week. We encourage all citizens to support their communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

DATED: February 7, 2023

____
Vicky Fernandez, Mayor

Tania Garcia-Cadena, Mayor Pro Tem

Rich Lansburgh, Council Member

Tom Stallard, Council Member

Mayra Vega, Council Member

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	February 7, 2023
ITEM #:	H.6
SUBJECT:	City Council Meeting Minutes of January 10, 2023 and January 17, 2023

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Special City Council Meeting of January 10, 2023 and the Joint Regular City Council/Woodland Finance Authority Meeting of January 17, 2023.

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

Ken Hiatt
City Manager

Attachments:
1. 01.10.23 DRAFT minutes
2. 01.17.23 DRAFT minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, January 10, 2023

6:00 PM

City Council

SPECIAL CITY COUNCIL MEETING
6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:00PM.

B. ROLL CALL

Present: Members Garcia-Cadena, Lansburgh, Stallard, Vega and Mayor Vicky Fernandez
Absent: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Armando Fernandez.

D. COMMUNICATIONS - PUBLIC COMMENT

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None.

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 Communication Ccib regarding speed limit.

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: Sewer System Management Plan Update

RECOMMENDATION FOR ACTION: Staff recommends that City Council receive the presentation for informational purposes.

Received presentation from Matt Cohen, Associate Engineer regarding the Sewer System Management Plan Update.

G. CONSENT CALENDAR

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

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of December 6, 2022 and December 20, 2022 .

5. SUBJECT: Changes to Police Department Job Descriptions

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving and adopting the updated job descriptions for sworn police staff.

Adopted RESOLUTION NO. 8030, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CHANGES TO THE WOODLAND POLICE DEPARTMENT JOB DESCRIPTIONS FOR CHIEF OF POLICE, DEPUTY CHIEF OF POLICE, POLICE LIEUTENANT, POLICE SERGEANT, POLICE OFFICER AND POLICE OFFICER – RECRUIT.

6. SUBJECT: Fourth Amendment to the Security Professional Service Agreement with Allied Universal Security Services for Woodland Public Library

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to execute the fourth amendment to the Security Professional Service Agreement with Allied Universal Security Services for the Woodland Public Library.

Adopted RESOLUTION NO. 8031, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO THE SECURITY PROFESSIONAL SERVICE AGREEMENT WITH ALLIED UNIVERSAL SECURITY SERVICES.

On a motion by Mayor Pro Tem Garcia-Cadena, seconded by Council Member Stallard and carried on a 5-0 vote, Council Members approved Consent Calendar Items No. 4 through 6.

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

H. REPORTS OF THE CITY MANAGER

7. SUBJECT: New City Logo and Brand Graphics

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive a presentation and adopt Resolution No. _____, establishing a new City logo and brand graphics.

On a motion by Council Member Vega, seconded by Council Member Stallard and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 8032, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ESTABLISHING A NEW CITY LOGO AND BRAND GRAPHICS.

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

I. ADJOURN

Meeting adjourned at 06:53 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

Regular Meeting Minutes

Tuesday, January 17, 2023

6:00 PM

<u>City Council</u>

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, Vega and Mayor Fernandez
ABSENT: None

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Police Chief Derrek Kaff.

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.

Chris Martinez, Field Representative of Local 46 Carpenters Union spoke about wage benefits and standards for the area.

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.

Emails received by Frank Reyes regarding Zoning Code and Robert Ullrey and Noel Rodriguez regarding Equity Action Plan.

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.

2. 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

3. SUBJECT: Proclamation of Local Emergency for the Winter Storms of 2022-2023

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, proclaiming a state of local emergency for storms beginning in December 2022.

Adopted RESOLUTION NO. 8033, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY.

4. SUBJECT: Second Reading and Adoption of an Ordinance adopting Changes to the California Building, Plumbing, Mechanical, Electrical and Existing Building Codes

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Ordinance No. _____, an ordinance adopting by reference the 2022 Edition of the California Building Standards (California Code of Regulations, Title 24), Consisting of the 2022 California Building Code Part 1 & 2; the 2022 California Residential Code Part 2.5; the 2022 California Electrical Code Part 3; the 2022 California Mechanical Code Part 4; the 2022 California Plumbing Code Part 5; the 2022 California Energy Code Part 6; the 2022 California Historical Building Code Part 8; the 2022 California Existing Building Code Part 10; the 2022 California Green Building Standards Code Part 11; the 2022 California Reference Standards Code Part 12, along with the 2021 International Property Maintenance Code; the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings; the 1997 Edition of the Uniform Housing Code; and the 1997 Edition of the Uniform Security Code, together with certain additions, insertions, deletions and changes thereto.

Adopted ORDINANCE NO. 1701, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTIONS 15.04.010, 15.04.020, 15.04.030, 15.04.040, 15.04.050, 15.04.060, 15.04.070, 15.04.080, 15.04.090, 15.04.100, 15.04.110 AND 15.04.120 TO ARTICLE I OF CHAPTER 15.04 OF THE WOODLAND MUNICIPAL CODE, ADOPTING BY REFERENCE THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24), CONSISTING IN PART OF THE 2022 CALIFORNIA BUILDING CODE, THE 2022 CALIFORNIA RESIDENTIAL CODE, THE 2022 CALIFORNIA ELECTRICAL CODE, THE 2022 CALIFORNIA MECHANICAL CODE, THE 2022 CALIFORNIA PLUMBING CODE, THE 2022 CALIFORNIA ENERGY CODE, THE 2022 CALIFORNIA HISTORICAL CODE, THE 2022 CALIFORNIA EXISTING CODE, THE 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE AND THE 2022 CALIFORNIA REFERENCE STANDARDS CODE ; THE 2021 INTERNATIONLAL PROPERTY MAINTENANCE CODE, THE 1997 EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS; THE 1997 EDITION OF THE UNIFORM HOUSING CODE; AND THE 1997 EDITION OF THE UNIFORM SECURITY CODE, TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO.

5. SUBJECT: Second Reading and Adoption of Ordinance Approving Amendments to the Accessory Dwelling Unit Ordinance Section 17.104.010 to Ensure Compliance with State Requirements

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct a second reading and adopt Ordinance No. _____, amending Section 17.104.010 of Chapter 17 of the Municipal Code relating to accessory dwelling units and junior accessory dwelling units.

Adopted ORDINANCE NO. 1702, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING SECTION 17.104.010 OF CHAPTER 17 OF THE CITY OF WOODLAND MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA.

6. SUBJECT: Second Reading and Adoption of an Ordinance approving the Planned Development Overlay Conditional Use Permit - Cross Court Commons (PLNG 22-00066)

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council conduct the second reading and adopt Ordinance No. _____, approving the Planned Development Overlay Conditional Use Permit for Cross Court Commons.

Adopted ORDINANCE NO. 1703, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING PLANNED DEVELOPMENT OVERLAY STANDARDS AND CONDITIONAL USE PERMIT FOR THE CROSS COURT COMMONS TENTATIVE SUBDIVISION MAP No. 5233 IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL.

8. SUBJECT: Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22 Budget Adjustment

   RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, a resolution of the City Council to: (1) Appropriate $250,000 of additional Road Development Funds (Fund 582) to the Sports Park Drive Pedestrian Overcrossing Project, CIP 17-22: (2) approve an amendment to the Agreement Regarding Responsibilities Related to Pedestrian Overcrossing Project and Exchange of Real Property with Foundation for Excellence at Woodland Christian Schools ("WCS") in furtherance of the Pedestrian Overcrossing Project.

Adopted RESOLUTION NO. 8034, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, APPROPRIATE FUNDS TO THE SPORTS PARK DRIVE PEDESTRIAN OVERCROSSING PROJECT CIP 17-22 AND APPROVE AN AMENDMENT TO THE AGREEMENT REGARDING RESPONSIBILITIES RELATED TO PEDESTRIAN OVERCROSSING PROJECT AND EXCHANGE OF REAL PROPERTY WITH FOUNDATION FOR EXCELLENCE AT WOODLAND CHRISTIAN SCHOOLS.

On a motion by Council Member Stallard, seconded by Council Member Vega and carried on a 5-0 vote, Council Members approved Consent Calendar Items No. 3 through 6 and 8. It was requested that Item No. 7 be pulled from the Consent Calendar for further discussion.

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

7. SUBJECT: Cooperative Agreement with Caltrans for Gibson Road at SR-113 Interchange Modification Project, CIP 19-13

   RECOMMENDATION FOR ACTION: Staff recommends that the Council adopt Resolution No. _____, approving the Cooperative Agreement with the State of

California Department of Transportation (Caltrans) regarding interchange modifications at the SR-113 NB off-ramp at Gibson Road, and authorizing the City Manager to sign the Agreement on behalf of the City.

This item was pulled from the Consent Calendar for further discussion.

On a motion by Council Member Stallard, seconded by Council Member Lansburgh and carried on a 4-1 vote, Council Members voted to table this item on the February 7, 2023 Council agenda.

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

G. REPORTS OF THE CITY MANAGER

9. SUBJECT: Waste Management Annual Rate Adjustment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, to 1) receive the Waste Management 2023 rate adjustment information, 2) accept it as complete and adequate, and 3) deem the proposed 2023 rate adjustments approved.

On a motion by Council Member Stallard, seconded by Council Member Garcia-Cadena and carried on a 3-2 vote, Council Members adopted RESOLUTION NO. 8035, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO APPROVE THE REQUEST FOR THE 2023 ANNUAL RATE ADJUSTMENT BY WASTE MANAGEMENT.

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

10. SUBJECT: Equity Action Plan

RECOMMENDATION FOR ACTION: Staff recommends that Council adopt Resolution No. _____ adopting the City's Equity Action Plan and authorize staff to execute and monitor the plan, update Council and the community on the City's progress, and revise the plan as necessary.

Adopted RESOLUTION NO. 8036, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING THE CITY'S EQUITY ACTION PLAN.

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

H. ADJOURN

Meeting adjourned at 7:31 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk

	TO:	THE PARKS & RECREATION COMMISSION
	AGENDA:	City Council Regular Meeting
CITY OF WOODLAND CALIFORNIA	DATE:	February 7, 2023
	ITEM #:	H.7
	SUBJECT:	Community Services Department Quarterly Status Report for Second Quarter FY23

Recommendation for Action: Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the Second Quarter FY23.

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

Discussion:
This Quarterly Status Report covers the period from October through December 2022. The report presents a summary of recreation programming, events, affordable housing, the community development block entitlement program, and parks and recreation facilities operations and maintenance. This report also contains a narrative descriptive of major work performed and/or notable Department highlights.

Conclusion:
Staff recommends that the City Council receive the Community Services Department Quarterly Status Report for the second Quarter FY23.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

Ken Hiatt
City Manager

Attachments:
1. Community Services FY 23 Quarter 2 Status Report

Community Services Departmental Quarterly Status Report
Second Quarter FY 23

The following provides a summary of the Community Service Department's programs, activities, and events for October through December 2022. This report refers to participant hours; the methodology for calculating participant hours is described at the end of the document.

Quarterly Highlights

- CSD hosted the first Cocoa with Santa Paws at the Dog Park and over 75 participated in the event.
- Approximately 67,187 participant hours were recorded for aquatics; youth, teen, and adult recreation activities and classes.
- Approximately 1,656 people attended events at the Community & Senior Center during facility rentals.
- Over 700 people participated in events such as the Trilogy Disc Golf Tournament, Movies on Main Street, Floating Pumpkin Patch, Cocoa with Santa Paws, and Parent's Night Out.
- Approximately 5,254 participant hours were recorded for senior programs and events.

Cocoa with Santa Paws held on Wednesday, November 16 at the Dog Park

Program Marketing

During the second quarter, the Department used the following marketing efforts to promote the recreation program offerings as well as community events and senior programs.

- Direct Marketing: Staff marketed activities to current and past participants for the Floating Pumpkin Patch, Parents Night Out and other upcoming winter activities with flyers, digital flyers and emails, and banners.
- School Flyers: Two school flyers (September and December) were distributed to WJUSD students digitally to promote general fall programming and the hiring of After School Teen Pack staff. All school flyers were distributed in English and Spanish.
- Social Media: The Department utilized Facebook and Instagram to advertise the offering of several programs.
- Senior Newsletter: The "Senior Gram" newsletter was mailed to over 450 households each month. It was also available on the CSD webpage for download.

Parks and Recreation Facilities

Community & Senior Center Facility Reservations

The Community & Senior Center facility rental program is designed to both generate revenue for the City of Woodland and provide a location for community events. Types of rentals held at the Community Center include: meetings, parties (bridal and baby showers), weddings and receptions, quinceañeras, and business meetings. Reservations of the facility during the second quarter are shown below.

	General Facility Rentals *Includes rentals receiving discounts*	**Facility Rentals** *with Fees Waived*
Number of Rentals	9	9
Approximate Participants	1,256	400
Total Fees	**$10,840**	**$16,775 (waived)**

Parks and Recreation Facility Projects

Pool Maintenance

The pool was closed for maintenance during the month of December for the installation of new boilers (heaters). The new boilers will be more efficient and more reliable than the old ones and will be able to keep the pool at a regular 79-81 degrees without must deviation. Other projects during this closure included: light replacement on several burned out fixtures, stain removal, tile repairs, plaster repairs, valve replacement, and general site clean-up.

 

Heater replacement at the pool

Park/Recreation Facility	Projects Completed
Cemetery	Installed protective canopy cover for equipment.
Community Swim Center	Performed annual maintenance on pool including the draining and re-filling of the pool, pump and heater maintenance and checking pool lighting.
Clark Field	Thatched and re-seeded rye grass in the outfield.
Community & Senior Center	Replaced broken faucet in dish washing station with new faucet and spray wand. Replaced broken actuators on AC units in the boxing gym. Built plaque stand for the Casa Linda cookie display in the lobby. Installed outlets in banquet and meeting spaces, in anticipation of the install of new projectors. Installed 120v outlets for four speaker locations. Installed new audio system in C-court. Reconfigured flag poles for 5'x 8' flags. Installed 120V power supplies to all four meeting room projector screens. Repaired T-bar in meeting rooms. Refinished kitchen floor (scraped, cleaned, prepared for painting, painted, and epoxied). Repaired drywall and prepped walls for semi-gloss paint in admin and common areas. Painted and prepared surfaces for senior billiard room.
Crawford Park	Installed bike station and bottle filler
Heritage Plaza	Performed maintenance on the kiosk including the installation of new plexiglass panels, weather stripping, and the cleaning of the LED lighting.
Rick Gonzales	Slit seeded the field.

COMMUNITY SPECIAL EVENTS

Community Special Events are generally activities/events open to the public during a one-day event.

Event	Date	Total Participants	Fees Collected
Trilogy Challenge Disc Golf Tournament	October 1	42	$1,470
Movies on Main Street	October 14	500	Free Event
Floating Pumpkin Patch	October 28	109	$596
Cocoa with Santa Paws	November 16	75	$55
Parents' Night Out	December 10	11	$165
Total Participants		**737**	**$2,286**

Aquatics

All aquatic programs are held at the Charles Brooks Community Swim Center. During the winter months, the primary programming at the pool is lap swim, water aerobics, and the use of the pool by the Woodland Swim Team.

Aquatics Program	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)
Lap Swim & Water Aerobics	4,170	4,170	$656
Pool Scheduling & Rentals	n/a	n/a	$1,640
Woodland Swim Team	n/a	n/a	$3,820
Total	**4,170**	**4,170**	**$6,116**

Pool Scheduling & Reservations

During non-programmed hours, the Charles Brooks Community Swim Center is available to reserve for other aquatic activities not affiliated with the City of Woodland. Pool reservation fees account for the facility and safety personnel onsite during the scheduled event.

Woodland Swim Team

Woodland Swim Team is a year round USA Club Team that has rented the Charles Brooks Community Swim Center for practices and meets since 1952. The Woodland Swim Team held regular practices during this quarter. Fees collected: $3,820

Youth and Adult Recreation

A variety of youth and teen recreation programs are offered by the Department year-round; however, the majority of the programs are offered during the summer. In addition to the programs listed below, please refer to the Contract Classes section for other program offerings that are available for youth and teens.

Youth Recreation Program	Total Participants (3 months)	Participant Hours (3 months)	Fees Collected (3 months)
After School Teen Pack (Measure J)	1,232	3,263	Free Program
Rec2Go (Measure J)	1,700	56,100	Free Program
Total	**2,923**	**59,363**	**$0**

Contract Classes

The City contracts with outside (special interest) instructors to teach a variety of recreation and leisure classes for participants of all ages. With the exception of tennis, the City retains 30% of the fees collected for each class (in addition to non-resident fees). The City retains 10% of the fees collected for the tennis program.

Contract Class	Total Participants	Participant Hours	Fees Collected	Total Expense	Net Revenue
	(3 months)	(3 months)	(3 months)	(3 months)	(3 months)
Boxing Youth*	85	1020	$1,338	$4,242	$(2,904)
Boxing Adult	48	576	$1,195	$3,960	$(2,765)
Cello Tennis Academy	188	492	$8,168	$7,185	983
Country Line Dance	296	486	$1,776	$1,243	533
Dance Flow	52	55	$544	$371	173
Dynamic Dancing	13	71	$948	$561	386
Pilates	22	148	$630	$413	$217
Rock Steady Boxing**	12	90	$-	$250	$(250)
Scottish Country Dance	22	264	$629	$437	$192
Tai Chi & Qi Gong	28	31	$290	$203	$87
Writing Life Stories	19	285	$400	$280	$120
Yoga	20	136	$756	$518	$238
Total	**805**	**3,654**	**$16,674**	**$19,664**	**$(2,991)**

* Youth Center Enterprise Budget (253) is not used for instructor expenses.

** The City receives a reimbursement from the Woodland Recreation Foundation for the Rock Steady expenses

Adult Sports

Adult sports offered through the City include drop-in sports as well as organized softball, basketball, and volleyball leagues. Drop-in basketball (open gym) numbers are not reported, however, participation for the other programs is listed below.

Drop-In Participation	Participants	Participant Hours	Fees Collected
Badminton	1,009	3,027	Free
Pickleball	199	597	Free
Volleyball	42	126	$65
Total	**1,250**	**3,750**	**$65**

Sports League Participation	Teams	Participants	Participant Hours	Fees Collected
Softball - Men's & Co-Ed	33	495	6,960	$19,305
Softball - Wood Bat	4	60	480	$2,200
Basketball - 35&over, 50&over, Open	18	162	1,296	$8,100
Volleyball	6	48	384	$2,400
Total	**61**	**765**	**6,120**	**$32,005**

Seniors

Programs at the Woodland Senior Center include art classes; exercise classes; games; leisure programs and activities; education resources; support groups, and special events resulting in a total of 5,254 participant hours during the second quarter. All senior programs have continued to suspend monthly registration fees.

Senior Programs

Programs	Total Sign Ins	Participant Hours	Fees Collected
Art Classes	167	510	Free Programs
Exercise Classes	851	1,193	Free Programs
Games	922	1,566	Free Programs
General Programs	135	270	Free Programs
Support Groups	65	65	Free Programs
Total	**2,140**	**3,604**	**$0**

Senior Events

Programs	Total Sign Ins	Participant Hours	Fees Collected
Senior Thanksgiving Dinner	300	750	Free Programs
Santa's Holiday Social	300	900	Free Programs
Total	**600**	**1,650**	**$0**

Grants and Housing

In addition to implementing recreation and senior programs, the Community Services Department also implements the Community Development Block Grant Entitlement program, grants for non-profit organizations, and affordable housing programs. The highlights of these programs for the second quarter of Fiscal Year 2023 are provided below.

Status of CDBG Construction Activities

FY 2019/20 Allocations

City of Woodland, Library ADA Restrooms Upgrades – Construction of ADA improvements for the two public restrooms is scheduled for completion in February 2023. The contractor for lead abatement has concluded work and the contractor for construction has started work. Funding includes FY 2019/20 and 2021/22 allocations.

FY 2020/21 Allocations

Friends of the Mission, 925 North Street (seven-unit affordable housing apartment complex for formerly homeless families and individuals) and Walter's House (44-bed transitional housing/treatment program for single women and men) Water Heater Efficiency projects – The tankless water heater units were installed and work was completed in December 2022. The new units will increase the energy efficiency rating from 59 to 97 percent.

FY 2021/22 Allocations

City of Woodland, ADA Accessibility Project – The project will be bid out January 2023 and constructed in Spring 2023. Up to 23 ADA-compliant curb ramps will be installed. FY 2021/22 and FY 2022/23 projects and funding will be combined.

Friends of the Mission, Affordable Housing Security Gates - Security gates and fencing will be installed at 925 North Street, a seven-unit affordable housing complex, in the Spring of 2023.

FY 2022/23 Allocation

The annual action plan for Program Year 2022/23 was approved by HUD and the funding agreement was executed in November 2022.

Continuum of Care Grants

HUD approved the Reallocation and Consolidated grant applications in the combined amount of $348,174 for Program Year 2022/23. HUD agreements and sub recipient agreements with Fourth and Hope (non-profit) are expected to be executed in February 2023. The Continuum of Care grants have funded the Supportive Housing Program in the City of Woodland. The Supportive Housing Program provides permanent supportive and transitional housing for individuals experiencing chronic homelessness.

State Homekey Grant Application for Permanent Supportive Housing Project

The City of Woodland and co-applicant Friends of the Mission (FOM) were awarded $15,770,467 through the State of California Homekey grant for the 61-unit Permanent Supportive Housing (PSH) project at the East Beamer Way campus. All of the housing units have been constructed and installed at the project site located on East Beamer Street near County Road 102. Tenants have been selected and successfully moved in. Additional services are being provided to tenants.

The construction of the community center at the East Beamer Way campus is set to commence construction in February 2023.

Vista del Robles Affordable Housing Project

Chelsea Development Corporation broke ground on its 72-unit affordable housing project in April with loan assistance from the City of Woodland. The housing development is being constructed at the corner of West Main Street and Ashley Avenue. The project is scheduled to be completed by Fall of 2023.

Affordable Housing Projects

The East Street Multifamily project is an 83-unit rental project that will provide 9 low-income restricted units. The project is currently going through plan-check and is set to break ground in Spring/Summer of 2023.

The Cross Court Commons project is a multifamily rental project that consists of 32 dwelling units and 3 accessory dwelling units. 4 units will be affordably restricted. The project is currently going through the approval process.

Other Programs

In July 2022, City Council awarded $250,000 to Center for Land-Based Learning for the Woodland Mobile Farmers Market Project. The City and Center for Land-Based Learning entered into an agreement in October 2022. The program is set to begin its two-year pilot in 2023. The project will serve produce and other nutritious food options to low-income residents in the City several days per week during the peak agricultural harvest season in the area.

PARTICIPANT HOURS CALCULATION

The Community Services Department measures programs through "participant hours". Participant hours are a calculation of total program hours multiplied by the total number of unique participants within a program. Total participant hours reports how much time participants spend within each program. The measurement breaks down to 1 person x 1 hour = 1 Participant Hour. It should be noted that a higher number of participant hours is not, by itself, a measurement of greater program success compared to the participant hours of another program. Participant Hours (PH) is calculated by:

Drop In Programs: 1 Class meeting (in hours) x Total sign-ins
Examples include Water Aerobics & Lap Swim, and Badminton,

Classes/Camps/Leagues: Total unique participants x total class time (in hours)
Examples include: Swim Lessons, Mad Science

Individual Entry: Each class meeting (in hours) x Total in attendance (adding each day)
Examples include: Teens Helping Seniors, Teen Pack

Event: Total Attendants x Average Time
Examples include: REXPO, 4th of July

Participant hours and participants in this report are listed for the three-month reporting period; therefore, if 100 participants are listed, the 100 refers to the total participants for the three-month period and could double or triple count the same participants if they participated each month (i.e. drop in volleyball).

	TO:	THE HONORABLE MAYOR AND CITY COUNCIL
	AGENDA:	City Council Regular Meeting
	DATE:	February 7, 2023
	ITEM #:	H.8
	SUBJECT:	Treasurer's Quarterly Investment Report

Recommendation for Action: Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ending December 31, 2022.

Staff Contact:
Hogai Zalmai, Senior Accountant, (530) 661-5835, Hogai.Zalmai@cityofwoodland.org

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

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

The City manages its investment portfolio in accordance with the guidelines established by the Council-approved Investment Policy. In managing the city's investment portfolio, preservation of principal is the primary objective, followed by liquidity and finally yield on investments.

The City primarily invests in the Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), and federal agency obligations because these are generally considered low risk investments. The City's securities are held in custodial care by U.S. Bank N.A., which provides monthly statements to the City of Woodland. The source of valuations for the securities is marked to market by U.S. Bank N.A.

The City utilizes the services of the investment firm of Cantor Fitzgerald L.P. to implement its investment strategy with the objective of increasing yield and generating additional investment earnings while, at the same time, ensuring that the portfolio's primary goal of providing safety and liquidity is preserved.

Discussion:
As of December 31, 2022, the City treasury consisted of investments with a total book value of $227,360,347. The City changed it's investment strategy and began investing its readily available funds (liquid funds) in the California Asset Management Program (CAMP) instead of the Local Agency Investment Fund (LAIF) due to a higher yield. CAMP utilizes the seven-day yield method for estimating the annualized yield of their fund, which is the industry standard for money market funds. The seven-day yield for CAMP was 4.304% as of December 2022.The yield on the Local Agency Investment Fund (LAIF) balance for the quarter ending December 2022 was 2.17% and the average yield on the City of Woodland's investments as of December 31, 2022 was 1.89%. This results in an overall portfolio yield, combining all investments, CAMP, and LAIF of 2.47%.

The City Investment Policy has established a benchmark equal to the 90-day U.S. Treasury bill, which for the quarter ending December 2022 was 4.42%. The City exceeded its benchmark by

1.95%.The City’s investment strategy is to maintain 35% of the investment portfolio in highly liquid funds, achieve an overall effective duration for investments of 1.90 years, and achieve a market rate of return of 0.15% based on the parameter of allowable investments. As of December 31, 2022, the City maintained 27.77% of the investment portfolio in highly liquid funds, achieved an overall effective duration for investments of 1.90 years, and achieved a market rate of return of 2.23%. The City target yield is below 0.75% of the current investment plan target of 2.98%.

Over the last several years, the investment market has been very volatile. During 2020, in response to the Corona Virus Pandemic, the Federal Reserve reduced its benchmark rate to a target range of 0-0.50%. This unexpected decrease in the Federal Reserve’s benchmark rate led to a significant increase in the amount of “calls” on the City’s investments. An investment is “called” when the institution that issued the investment security redeems it (or cashes it out), typically at par value, plus accrued interest, prior to the maturity date. Investment calls are common and staff projects when we expect them to occur as part of our investment planning, but these calls occur much more frequently when investment rates are declining, as was the case since for virtually all of 2020 and 2021. The Federal Reserve began reverse direction and has increased its benchmark rate by 0.75% in March 2022, 0.50% in May 2022, 0.75% in September, and 0.50% in December, and has signaled that they will continue to make increases in an effort to help curb inflation in the economy. This will likely result in increasing rates for available investments, and therefore the City does not expect any of its investments to be called over the next quarter.

Over the next quarter, the City will continue its focus on its objectives of safety, liquidity, and return on investment. The City will continue to invest in high-quality credit worthy securities and will continue to implement and evaluate its investment strategy. The investments will be made with the goal of increasing the overall effective duration of investments to twenty-one months and increasing the City’s return on investment while maintaining compliance with the City’s adopted Investment Policy.

Staff continues to explore opportunities to implement a Community Reinvestment component within the overall investment portfolio. The City has become a participant in the CalRise program offered by the California Statewide Communities Development Act (CSCDA), but that program has been largely inactive since its inception. Staff also continue to evaluate direct investment opportunities with local banks within the community.

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

Conclusion:

Staff recommends that the City Council accept the quarterly Treasurer’s Investment Report for the quarter ending December 31, 2022.

Prepared By: Hogai Zalmai, Senior Accountant

Reviewed By: Evis Morales, Finance Officer

Ken Hiatt
City Manager

Attachments:
1. Woodland Investment Portfolio Review 12-31-2022

CITY OF WOODLAND
INVESTMENT REPORT

December-22

SUMMARY OF INVESTMENTS

TYPE OF INVESTMENT		AMOUNT	TOTAL
Local Agency Investment Fund (LAIF)		$23,867,871	10.5%
California Asset Management Program (CAMP)		$51,861,756	22.8%
US Government Agency Securities		$80,247,375	35.3%
Corporate Securities		$62,661,538	27.6%
Municipal Securities		$8,721,806	3.8%
	TOTAL	$227,360,347	100.0%

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Federal National Mortgage Association	6/4/2025	0.71	9/4/2021	$3,000,000	$3,000,000	$2,735,520	3136G4WA7
Federal Home Loan Mortgage Corp	6/25/2025	0.70	6/25/2022	$2,000,000	$2,000,000	$1,821,778	3134GVR26
Federal Farm Credit Bank	7/29/2025	0.58	7/29/2022	$2,000,000	$2,000,000	$1,808,860	3133ELZ80
Federal Farm Credit Bank	8/4/2025	0.68	7/5/2021	$2,000,000	$2,000,000	$1,812,664	3133EL2U7
Federal National Mortgage Association	8/26/2025	0.60	8/26/2021	$2,000,000	$2,000,000	$1,805,308	3136G4X32
Federal National Mortgage Association	10/20/2025	0.58	10/27/2021	$2,000,000	$2,000,000	$1,787,284	3135G06A6
Federal Home Loan Mortgage Corp	10/27/2025	0.54	10/27/2022	$2,000,000	$2,000,000	$1,795,652	3134GW4Z6
Federal National Mortgage Association	11/25/2025	0.58	11/25/2022	$3,000,000	$3,000,000	$2,685,285	3135GA5H0
Federal Farm Credit Bank	12/1/2025	0.56	12/1/2022	$2,000,000	$2,000,000	$1,788,250	3133EMJC7
Federal Farm Credit Bank	12/23/2025	0.50	7/5/2021	$2,000,000	$2,000,000	$1,781,580	3133EMLR1
Federal National Mortgage Association	12/30/2025	0.64	12/30/2021	$2,000,000	$2,004,000	$1,779,204	3135G06Q1
Federal Home Loan Bank	2/12/2026	0.52	8/12/2021	$2,000,000	$1,999,000	$1,771,454	3130AKWA0
Federal Home Loan Bank	2/23/2026	0.58	2/23/2022	$1,750,000	$1,745,625	$1,551,300	3130ALBX1
Federal Farm Credit Bank	3/9/2026	0.80	3/9/2023	$3,000,000	$3,000,000	$2,679,387	3133EMSU7
Federal Home Loan Bank	3/30/2026	1.03	9/30/2021	$3,000,000	$3,000,000	$2,690,790	3130ALV68
Federal Farm Credit Bank	5/4/2026	1.00	8/4/2021	$3,000,000	$3,000,000	$2,689,575	3133EMYE6
Federal Home Loan Bank	5/18/2026	1.00	11/18/2021	$3,000,000	$3,000,000	$2,677,374	3130AMFD9
Federal Home Loan Bank	6/16/2026	0.95	3/16/2022	$3,000,000	$3,000,000	$2,666,163	3130AMPJ5
Federal Home Loan Bank	6/30/2026	0.86	N/A	$5,000,000	$5,000,000	$4,424,560	3130AMWB4
Federal Home Loan Bank	7/13/2026	1.02	N/A	$5,000,000	$5,000,000	$4,444,885	3130AN2L3
Federal Home Loan Bank	9/14/2026	0.93	N/A	$2,000,000	$2,000,000	$1,763,016	3130ANU73
Federal Home Loan Bank	1/28/2027	1.75	N/A	$2,250,000	$2,247,750	$2,018,509	3130AQKM4
Federal Home Loan Bank	4/29/2027	3.00	N/A	$5,000,000	$5,000,000	$4,705,885	3130ARMS7
Federal Home Loan Bank	3/8/2024	3.25	N/A	$4,000,000	$3,936,000	$3,929,244	3130A0XE5
Federal Home Loan MTG CORP	2/24/2025	3.75	N/A	$3,835,000	$3,835,000	$3,778,131	3134GXS70
Federal Home Loan Bank Cons	6/29/2026	4.00	N/A	$3,000,000	$2,964,000	$2,974,935	3130AT6Q5
Federal Home Loan Bank	8/20/2026	4.58	N/A	$4,000,000	$3,516,000	$3,556,900	3130ANMH0
Federal Home Loan Bank	10/28/2027	5.70	N/A	$4,000,000	$4,000,000	$3,997,004	3130ATQL4
Total US Government Agency Securities				$80,835,000	$80,247,375	$73,920,496	
Total Non US Government Agency Securities				$0	$0	$0	
Berkshire Hathaway	3/15/2023	2.75	N/A	$500,000	$501,445	$497,841	084670BR8
TJX Companies	5/15/2023	2.50	N/A	$500,000	$507,615	$495,551	872540AP4
Toyota	9/20/2023	3.45	N/A	$1,000,000	$1,025,110	$988,740	89236TFN0
Citibank	1/23/2024	3.65	N/A	$1,000,000	$1,036,710	$985,740	17325FAS7
Citibank	1/23/2024	3.65	N/A	$569,000	$604,710	$560,886	17325FAS7
Charles Schwab	2/1/2024	3.55	N/A	$600,000	$623,478	$590,986	808513AY1
US Bancorp	2/5/2024	3.38	N/A	$1,000,000	$1,026,700	$982,136	91159HHV5
Apple	2/9/2024	3.00	N/A	$500,000	$505,235	$490,390	037833CG3
IBM	2/12/2024	3.63	N/A	$500,000	$528,850	$492,291	459200HU8
Home Depot	2/15/2024	3.75	N/A	$1,000,000	$1,074,300	$988,685	437076BC5
Illinois Tool Works	3/1/2024	3.50	N/A	$1,000,000	$1,050,720	$985,225	452308AT6
Pepsico	3/1/2024	3.60	N/A	$1,000,000	$1,069,750	$988,605	713448CM8
Apple	5/6/2024	3.45	N/A	$1,000,000	$1,037,300	$982,813	037833AS9
Bank of New York Mellon	5/15/2024	3.40	N/A	$1,000,000	$1,039,920	$980,349	06406HCV9
HSBC	6/23/2024	3.50	N/A	$500,000	$527,365	$488,087	40434CAD7
American Honda Finance	6/27/2024	2.40	N/A	$500,000	$505,140	$482,202	02665WCZ2
US Bancorp	7/30/2024	2.40	N/A	$500,000	$509,055	$481,445	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	$500,000	$506,245	$481,445	91159HHX1
US Bancorp	7/30/2024	2.40	N/A	$1,000,000	$1,029,250	$962,889	91159HHX1
Air Products & Chemicals	7/31/2024	3.35	N/A	$1,000,000	$1,059,210	$978,353	009158AV8
Amazon	8/22/2024	2.80	N/A	$500,000	$517,425	$485,073	023135AZ9
United Parcel Service	9/1/2024	2.20	N/A	$500,000	$502,340	$479,175	911312BT2

CITY OF WOODLAND
INVESTMENT REPORT

	Maturity Date	Interest	Call Date	PAR Amount	Principal Amount	Current Market Value	Security ID
Coke	9/6/2024	1.75	N/A	$500,000	$499,285	$477,071	191216CL2
Estee Lauder	12/1/2024	2.00	N/A	$1,000,000	$1,014,350	$950,507	29736RAN0
Estee Lauder	12/1/2024	2.00	N/A	$1,000,000	$1,004,020	$950,507	29736RAN0
Toyota	2/13/2025	1.80	N/A	$1,000,000	$1,001,380	$941,183	89236TGT6
WW Grainger	2/15/2025	1.85	N/A	$1,500,000	$1,545,900	$1,409,688	384802AE4
Precision Castpart	6/15/2025	3.25	N/A	$1,000,000	$1,111,990	$965,090	740189AM7
Wells Fargo	6/17/2025	1.50	6/17/2022	$1,000,000	$1,000,000	$901,034	95001DAD2
JPMorgan Chase & Co	6/23/2025	1.05	6/23/2024	$1,000,000	$1,000,000	$903,677	48128GU40
Bank of America	11/25/2025	0.65	11/25/2021	$1,000,000	$1,000,000	$875,933	06048WK41
JPMorgan Chase & Co	12/22/2025	0.83	12/22/2023	$1,000,000	$1,000,000	$869,229	48128GY53
United Health Group	1/15/2026	1.25	N/A	$1,000,000	$1,016,620	$908,207	91324PDW9
Public Storage	2/15/2026	0.88	1/15/2026	$2,000,000	$1,984,600	$1,773,968	74460WAA5
JP Morgan Chase	2/17/2026	0.50	2/17/2023	$1,000,000	$1,000,000	$889,588	46632FRV9
Caterpillar	3/2/2026	0.90	N/A	$1,200,000	$1,195,920	$1,070,861	14913R2K2
United Health Group	5/15/2026	1.15	4/15/2026	$500,000	$501,660	$447,375	91324PEC2
Bank of America	8/26/2026	1.25	8/26/2022	$2,000,000	$2,000,000	$1,715,174	06048WN22
Apple Incorporated	9/11/2026	2.05	N/A	$2,000,000	$2,057,960	$1,828,452	037833DN7
Deere John Capital Corp	10/13/2026	1.30	N/A	$1,000,000	$993,670	$885,365	24422EVW6
BK Of America Corp	11/19/2026	1.65	N/A	$1,000,000	$1,000,000	$869,914	06048WQ29
JPMorgan Chase FINL CO LLC	11/30/2026	1.50	N/A	$1,000,000	$1,000,000	$885,698	48130UZH1
JPMorgan Chase & Company	5/13/2024	3.63	N/A	$500,000	$513,400	$492,020	46625HJX9
United Parcel Service	9/1/2024	2.20	N/A	$1,000,000	$1,000,000	$958,349	911312BT2
Bank Of New York Mellon Corp	2/24/2025	3.00	N/A	$2,000,000	$2,030,560	$1,933,210	06406HDA4
John Deere Capital Corporation	3/7/2025	2.13	N/A	$1,500,000	$1,491,000	$1,420,926	24422EWB1
Emerson Electric Company	10/15/2026	0.88	N/A	$3,500,000	$3,352,930	$3,032,873	291011BP8
IBM CORPS	1/27/2027	3.30	N/A	$2,000,000	$1,936,420	$1,887,420	459200JR3
COMCAST Corp	2/1/2027	3.30	N/A	$2,000,000	$1,933,020	$1,887,226	20030NBY6
TSMC Arizona Corp	04/22/2027`	3.88	N/A	$2,000,000	$1,989,240	$1,933,724	872898AF8
ATOMS Engergy Corp	6/15/2027	3.00	N/A	$2,000,000	$1,911,000	$1,868,306	049560AN5
Amazon Com INC SR GLBL	8/22/2027	3.15	N/A	$3,000,000	$2,804,340	$2,826,600	023135BC9
TSMC Arizona Corp	4/22/2027	5.28	N/A	$2,000,000	$1,888,300	$1,933,724	872898AF8
Qualcomm INC	5/20/2027	3.25	N/A	$2,250,000	$2,096,100	$2,141,804	747525AU7
Total Corporate Securities				$62,619,000	$62,661,538	$58,683,605	
University of California CA REV TXBL-Series BA	5/15/2023	3.30	N/A	$830,000	$880,273	$826,506	91412HBK8
Los Angeles CA GO TXBL REF-Series Á	9/1/2023	2.64	N/A	$1,925,000	$2,020,596	$1,902,978	544351KS7
San Francisco City & County CA Public Utility Company REV TXBI	11/1/2023	2.81	N/A	$455,000	$485,799	$448,976	79765R3V9
Sacramento County CA TXBL REV Sanitation District FA REF-Ser	12/1/2023	3.20	N/A	$450,000	$477,329	$445,410	786134VD5
Los Angeles CA GO TXBL REF-Series A	9/1/2024	2.84	N/A	$1,000,000	$1,079,870	$972,950	544351KT5
California ST Municipal FA REV TXBL Harveyy Mudd College	12/1/2024	1.85	N/A	$595,000	$603,520	$566,529	13048VNZ7
Totota MTR CR Corp	1/13/2025	1.45	N/A	$1,000,000	$975,700	$937,146	89236TJT3
University of California REV TXBL Limited Project REF-Series J	5/15/2025	3.36	N/A	$2,000,000	$2,198,720	$1,935,920	91412GXQ3
Total Municipal Securities				$8,255,000	$8,721,806	$8,036,415	
Total of LAIF Funds & Investments Detail					$227,360,347		
Check Total (Should be zero)					0		

CASH ACCOUNTS as of 12/31/22

Bank Accounts with U.S. Bank	$7,772,495
Petty Cash	$2,778
Cash with Fiscal Agent	$6,393,054
Funds Held By Section 115 Pension Trust	$10,161,151

INTEREST SUMMARY

Prior Quarters Interest Earned - Investments	$373,118
Prior Quarters Interest Earned - LAIF	$129,394
Prior Quarters Interest Earned - CAMP	$282,988
Total Interest Received	$785,500
Interest Received from October 1, 2022 to December 31, 2022	$591,467
Total Fiscal Year-to-Date Interest Received	$1,376,967

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

CITY OF WOODLAND
ACTIVITY REPORT

DATE	DESCRIPTION	DEBIT	CREDIT	DEBITS
LAIF	**TREASURER**			
10/01/22	Month Beginning Balance			**$44,693,548**
10/14/22	Quarerly Interest	$174,323		**$44,867,871**
10/20/22	Withdrawl from LAIF		$12,000,000	**$32,867,871**
10/31/22	Month End Balance			**$32,867,871**
11/03/22	Withdrawl from LAIF		$2,000,000	**$30,867,871**
11/30/22	Month End Balance			**$30,867,871**
12/23/22	Withdrawl from LAIF		$5,000,000	**$25,867,871**
12/29/22	Withdrawl from LAIF		$2,000,000	**$23,867,871**
12/31/22	Month End Balance			**$23,867,871**
CAMP	**PFM Asset Management LLC**			
10/01/22	Month Beginning Balance			**$51,370,669**
10/31/22	Accrual Income Dividend Reinvestment	$136,892		**$51,507,560**
10/31/22	Month End Balance			**$51,507,560**
11/30/22	Accrual Income Dividend Reinvestment	$165,305		**$51,672,866**
11/30/22	Month End Balance			**$51,672,866**
12/30/22	Accrual Income Dividend Reinvestment	$188,890		**$51,861,756**
12/31/22	Month End Balance			**$51,861,756**
Bonds and Other Investments				
10/01/22	Month Beginning Balance			**$140,242,348**
10/21/22	Federal Home Loan Bank		$3,523,456	**$136,718,892**
10/21/22	Qualcomm INC		$2,126,772	**$134,592,121**
10/21/22	TSMC Arizona Corp		$1,926,835	**$132,665,286**
10/28/22	Federal Home Loan MTG Corp		$4,000,000	**$128,665,286**
12/31/22	Month End Balance			**$128,665,286**
			END OF MONTH TOTAL DEBITS	**$204,394,913**

Cash with Fiscal Agent

	Beginning Balance	Activity - 10/31/2022	Activity - 11/30/2022	Activity - 12/31/2022		Ending Balance
2014 Wastewater Revenue Bonds						
Revenue fund	$1.92	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$1.92
Interest fund	$0.00	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$0.00
Principal Fund	$0.00	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$0.00
Redemption fund	$0.00	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$0.00
Rebate Fund	$0.00	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$0.00
CFD - Gibson Ranch						
Revenue fund	$74.84	$0.12	$0.16	$0.20	Cash Mgmt-1st Am Treasury	$75.32
Interest fund	$0.00	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Treasury	0.00
Principal Fund	$0.00	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Treasury	$0.00
Reserve fund	$226,474.20	$363.73	$484.85	$599.45	Cash Mgmt-1st Am Treasury	$227,922.23
Redemption fund	$0.00	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Treasury	$0.00
Sinking Fund	$0.00	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Treasury	$0.00
Spring Lake 2013						
Special Tax Fund	$16,686.82	$24.13	$34.18	$42.76	Cash Mgmt-1st Am Govt Oblig	$16,787.89
Interest Fund	$18.40	$0.03	$0.04	$0.05	Cash Mgmt-1st Am Govt Oblig	$18.52
Principal Fund	$49.80	$0.07	$0.10	$0.13	Cash Mgmt-1st Am Govt Oblig	$50.10
Reserve fund	$2,065,390.27	$3,115.70	$4,230.56	$5,292.47	Cash Mgmt-1st Am Govt Oblig	$2,078,029.00
Prepayment Fund	$1.75	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Govt Oblig	$1.75
Rebate Fund	$0.00	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Govt Oblig	$0.00
Spring Lake 2016						
Special Tax Fund	$14,969.03	$21.65	$30.66	$38.36	Cash Mgmt-1st Am Govt Oblig	$15,059.70
Interest Fund	$20.93	$0.03	$0.04	$0.05	Cash Mgmt-1st Am Govt Oblig	$21.05
Principal Fund	$7.17	$0.01	$0.01	$0.02	Cash Mgmt-1st Am Govt Oblig	$7.21
Reserve Fund	$1,031,596.55	$1,556.61	$2,113.03	$2,643.43	Cash Mgmt-1st Am Govt Oblig	$1,037,909.62
Proceeds Fund	$0.20	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Govt Oblig	$0.20
Spring Lake 2019						
Special Tax Fund	$377.64	$0.49	$0.77	$0.97	Cash Mgmt-1st Am Govt Oblig	$379.87
Interest Fund	$21.08	$0.03	$0.04	$0.05	Cash Mgmt-1st Am Govt Oblig	$21.20
Principal Fund	$10.54	$0.02	$0.02	$0.03	Cash Mgmt-1st Am Govt Oblig	$10.61
Reserve Fund	$1,446,047.11	$2,180.76	$2,961.95	$3,705.44	Cash Mgmt-1st Am Govt Oblig	$1,454,895.26
Capitalized Interest Fund	$150,514.62	$226.98	$308.30	$385.69	Cash Mgmt-1st Am Govt Oblig	$151,435.59
Proceeds Fund	$0.00	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Govt Oblig	$0.00
Spring Lake 2021						
Special Tax Fund	$227.66	$0.33	$0.47	$0.58	Cash Mgmt-1st Am Govt Oblig	$229.04
Interest Fund	$18.21	$0.03	$0.04	$0.05	Cash Mgmt-1st Am Govt Oblig	$18.33
Principal Fund	$14.63	$0.02	$0.03	$0.04	Cash Mgmt-1st Am Govt Oblig	$14.72
Bond Reserve Fund	$1,263,500.97	$1,905.40	$2,588.04	$3,237.67	Cash Mgmt-1st Am Govt Oblig	$1,271,232.08
Proceeds Fund	$0.00	$0.00	$0.00	$0.00	Cash Mgmt-1st Am Govt Oblig	$0.00
Acquistion & Construction	$43.43	$0.07	$0.09	$0.11	Cash Mgmt-1st Am Govt Oblig	$43.70
Safe Drinking Water State Revolving Fund 2014						
Payment Fund	$5.67	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$5.67
Reserve fund	$138,788.77	$0.57	$0.59	$0.59	US Bank Mmkt 5 -Ct	$138,790.52
Water Revenue Bonds 2021						
Green Bonds	$92.53	$0.14	$0.19	$0.24	US Bank Mmkt 5 -Ct	$93.10
Interest Fund	$0.00	$0.00	$0.00	($0.00)	US Bank Mmkt 5 -Ct	($0.00)
Reserve Fund	$0.00	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$0.00
Redemption Fund	$0.00	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$0.00
Surplus Fund	$0.00	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$0.00
Issuance Fund	$0.00	$0.00	$0.00	$0.00	US Bank Mmkt 5 -Ct	$0.00
TOTAL						$6,393,054.20

Investment Glossary

Call date - the date on which a bond can be redeemed before maturity. If the issuer feels there is a benefit to refinancing the issue, the bond may be redeemed on the call date at par or at a small premium to par.

Current market value (CMV) - the resale valuation attached to a security held long in an investor's margin account. The current market value is usually taken as the closing price for listed securities.

CUSIP (Security ID) - stands for Committee on Uniform Securities Identification Procedures. Formed in 1962, this committee developed a system (implemented in 1967) that identifies securities, specifically U.S. and Canadian registered stocks, and U.S. government and municipal bonds. The CUSIP number consists of a combination of nine characters, both letters and numbers, which act as a sort of DNA for the security - uniquely identifying the company or issuer and the type of security. The first six characters identify the issuer and are assigned in an alphabetical fashion; the seventh and eighth characters (which can be alphabetical or numerical) identify the type of issue; and the last digit is used as a check digit.

Interest rate - the amount charged, expressed as a percentage of principal, by a lender to a borrower for the use of assets. Interest rates are typically noted on an annual basis, known as the annual percentage rate (APR).

Maturity date - the date on which the principal amount of a note, draft, acceptance bond or another debt instrument becomes due and is repaid to the investor and interest payments stop.

Par - In its most common usage, par value applies to bonds. The term refers to the face value of the bond, that is, the value at which the issuer will redeem the bond at maturity.

Principal - is used to refer to the original amount of investment. A bond's principal is the amount of money the bond-issuer owes to the bondholder upon maturity.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	February 7, 2023
ITEM #:	H.9
SUBJECT:	Appoint Member to the Sustainability Advisory Committee

Recommendation for Action: Staff recommends that the City Council appoint Jake Whitaker to the Sustainability Advisory Committee.

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

Discussion
The Sustainability Advisory Committee has a current vacancy created by the resignation of Allison Martin. The recommendation is to fill the vacancy with the appointment of Jake Whitaker.

Mr. Whitaker submitted an application on January 20, 2023 to be considered for an opening on the Sustainability Advisory Committee. Upon review of his application and consultation with the Council Sub-committee, it is the staff's recommendation that Mr. Whitaker be appointed to fill the vacancy left by Ms. Martin for the unexpired term that ends on June 30, 2023.

Prepared By: Ana B. Gonzalez, City Clerk

Ken Hiatt
City Manager

Attachments:
1. Whitaker_SAC Application

City of Woodland

City Clerk 300 First Street Woodland, California 95695 (530) 661-5806
FAX (530) 661-5813

APPLICATION
BOARD / COMMISSION / ADVISORY COMMITTEE

Board/Commission/Committee applying for: Sustainability Advisory Committee

☑ **NEW APPOINTMENT** ☐ **RE-APPOINTMENT**

Name: Jake Whitaker Address: 166 1st St., Apt. 1
Woodland, CA 95695

Home Phone Number: N/A

Work/Cell Number: (530) 681-9731

E-Mail Address: jakedwhitaker@gmail.com

This information is a public record and applications are available to the public upon request

I reside within the City limits of the City of Woodland. ✓ Yes ___ No

Are you currently serving on a City Board or Commission? ___ Yes ✓ No

If yes, please state which: ______

I have economic interests that may result in a conflict of interest. ___ Yes ✓ No

(Selected members of Boards and Commissions are required to file annual FPPC Form 700.)

Why are you interested in serving on a City Board/Commission/Committee: As someone who is service-oriented, I am always looking for new ways to give back to my hometown community of Woodland. I would like to start getting involved with the city and apply my skills in new ways by serving on a city committee.

If you are not selected for appointment to your preferred Board, Commission or Advisory Committee, would you consider another appointment? ✓ Yes ___ No

Second Choice: Generally open to anything that aligns with my background.

RECEIVED
JAN 20 2023
CITY CLERK'S OFFICE

Employment experience: Please see attached Work History listing.

Educational background and other training: B.A. in Politics (emphasis on practical application), Minor in Philosophy from Willamette University in 2014.

Organization and community activity experience: Former Trustee for WJUSD, 2019-2022.

Other background information that you believe adds to your qualifications to serve on this Board, Commission or Advisory Committee: As a board member for WJUSD, I led efforts to create a District Environmental Stewardship Committee and served on it for two years. I am also well-versed in funding/financing options for municipal governments through my consulting work.

(You may include a resume or supplemental information to support your application.)

Please provide two personal or professional references:

Name	Address	Phone No.
Rogelio Villagrana	2128 Muller Dr., Woodland, CA 95776	530-304-6454
Elodia Ortega-Lampkin	2129 Muller Dr., Woodland, CA 95776	530-405-6868

[signature]
Signature of Applicant

1/20/23
Date

City Use: Received __________ Eligibility __________ Dispostion __________

Notes:

Jake D. Whitaker

(530) 681-9731, jakedwhitaker@gmail.com

WORK EXPERIENCE

Renne Public Policy Group, Sacramento, CA
Director of Grant Services: 06/2021 - Current

As the Director of Grant Services for RPPG, I am responsible for overseeing the firm's grant writing service offering. Responsibilities include performing grant writing on behalf of the firm's clients, conducting extensive research on upcoming federal and state funding opportunities, providing professional development for clients, overseeing the recruitment and hiring for the grant writing department, supervising staff and subcontractors, and engaging in business development activities. I currently manage a portfolio of 15 clients, including the San Bernardino Community College District and municipalities ranging in size from Greenfield (population 18,937) to Bakersfield (population 403,455).

Woodland Joint Unified School District, Woodland, CA
President/Board Trustee: 02/2019 - 12/2022

In February 2019, I was appointed to fill a vacant seat on the Woodland Joint Unified School District's Board of Trustees. As a Trustee, I was responsible for attending regularly scheduled board meetings, discussing and voting on agenda items, providing direction to WJUSD's staff, approving administrative hiring and staffing decisions, responding to constituent issues in a timely and satisfactory manner, and working collaboratively with my colleagues to develop solutions to issues facing our local education system. In December 2020, I was appointed to serve as Board President–a position which I held until my departure from the board in December 2022. This position required me to coordinate closely with the Superintendent and Agenda Planning Team to develop meeting agendas, monitor emerging issues, and effectively facilitate public meetings. During my time as President, I led efforts to navigate the reopening of public schools, oversaw the search and interview process to fill a Superintendent vacancy, managed the transition of the interim and new Superintendent Elodia Ortega-Lampkin, and worked closely with the Superintendent, cabinet, and board members to negotiate four new collective bargaining agreements and numerous memorandums of understanding related to school reopenings and COVID-19 impacts.

California Consulting, El Segundo, CA
Project Manager: 5/2020 - 06/2021

As a Project Manager for California Consulting, I worked as a grant writer to draft and submit proposals for grant opportunities ranging from tens of thousands of dollars to millions of dollars. This includes work on behalf of municipalities (such as the City of Manteca, City of Twentynine Palms, and City of La Habra), work on behalf of education districts (San Bernardino Community College District and Los Angeles Community College District), nonprofits (TreePeople and the LACCD Foundation), and grant administration work (Napa County and the City of Albany). While at California Consulting, I served as the primary point of contact and liaison between the firm's grant writers and personnel at the Economic Development Administration.

Yolo County District Attorney, Woodland, CA
Administrative Services Analyst: 09/2018 - 3/2020
Office Support Specialist: 01/2018 - 09/2018
Legal Process Clerk: 06/2015 - 01/2018

As an Administrative Services Analyst, I specialized in coordinating cross-departmental partnerships between the District Attorney, Public Defender, Probation Department, Health and Human Services Agency, and local nonprofits in collaboratively working to secure funding for criminal justice reform priorities. I have completed grant writing training and grant management training through Grant Writing USA, Project Management training through Pryor Seminars, and leadership training. During my time at the District Attorney's Office, I authored thirteen different grants and was awarded eight of them (a 61.5% success rate). Among these proposals were the CalOES Transitional Housing (XH) program, a five year $1.5 million grant to address Yolo County's growing homeless population, and the federal Swift, Certain, and Fair (SCF) supervision grant, a three year grant worth $600,000 that funds a department-wide shift to implementing the Hawaii Opportunity Probation with Enforcement (HOPE) model. I also co-authored an article in the American Bar Association's Criminal Justice Review journal with District Attorney Jeff Reisig discussing the Neighborhood Court program, a local restorative justice-based diversion program. I have also drafted numerous press releases related to these initiatives. I was responsible for conducting two recidivism studies on the Neighborhood Court and coordinating the independent local evaluation plan. I began working as a Legal Process Clerk with the Neighborhood Court (NHC) program, was later promoted to an Office Support Specialist, and then reclassified to the Analyst role. During my tenure, I also handled a range of increasingly complex clerical and administrative responsibilities including travel coordination, management of facilities and vehicle maintenance, stock of office supplies, responding to employee needs, completing payroll, and assistance with grant administration.

Oregon Legislative Assembly, Salem, OR
Legislative Assistant: 04/2014 - 10/2014; Legislative Intern: 01/2013 - 05/2013, 2/2014 - 3/2014

After two legislative sessions serving as an intern, Rep. Unger hired me as his sole assistant upon announcing his intention not to seek re-election to a second term. Serving in this capacity, I was directly responsible for handling the representative's legislative affairs, social media presence, most office communications, and developing a substantive research report on the State of Oregon's education system. Left the position in October in order to complete my degree at Willamette University, with the representative's time in office ending shortly thereafter. Completed legislative assistant training, with the second session's workload primarily focused on job training. Experience preparing daily news briefs, press releases, research projects, assisting with maintaining the representative's schedule, meeting with lobbyists on behalf of the office, and speaking directly with constituents.

EDUCATION

Willamette University, Salem, OR
B.A. in Politics, 08/2011 - 12/2014, GPA: 3.02

Woodland High School, Woodland, CA
Diploma Awarded, 2007 - 2011, GPA: 3.59

	TO:	THE HONORABLE MAYOR AND CITY COUNCIL
	AGENDA:	City Council Regular Meeting
	DATE:	February 7, 2023
	ITEM #:	H.10
	SUBJECT:	Roadmap to the Future for Yolo County Children,Youth, and Families

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 $20,000 in funding to support a Countywide Roadmap to the Future for Yolo County Children, Youth, and Families.

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

Fiscal Impact:
The overall project cost is $450,000. Yolo County and Yolo County Office of Education have committed 60% of the funding. Local jurisdictions have also been asked to commit funding to this project. The cities of Woodland, Davis, and West Sacramento have each been asked to contribute $20,000. Other requests/contributions include Yolo County ($200,000), Yolo County Office of Education (YCOE) ($75,000), Woodland Joint Unified School District ($20,000), other school districts ($20,000 each), and UC Berkely ($30,000). Sufficient funding is projected to be available within the FY22/23 Measure J budget to support this funding request.

Background:
In July 2021, 21 local Yolo County leaders issued a guest commentary with a call to action to invest in children and youth with American Rescue Plan funds, citing challenges raised due to COVID-19, as well as other disparities and problems for children and families. The op-ed was a catalyst for increased collaboration from all cities and jurisdictions. Over 50 plus Yolo County leaders then gathered for three virtual meetings to discuss ways to invest in communities and build up our public infrastructure to support children, youth, and families in the county - a four-phased "Roadmap to the Future for Yolo County children, youth, and families".

Discussion:
The Roadmap to the Future is a long-term plan to help effectively coordinate the services, supports, and opportunities children, youth, and families in Yolo County need to thrive, as well as establish a shared framework to ensure their healthy development. Roadmap to the Future consists of four-phases led by YCOE with support from community partners and consultants. The deliverables for each phase form the foundation for the development of a long-term plan with measurable objectives and actions.

Phase 0 (Completed) - YCOE led three virtual meetings to develop the principles and shared priorities that continue to guide the part of the Roadmap to the Future.

Phase 1 and 2 (In progress) - YCOE is currently implementing Phase 1 and 2, which consists of five components: 1) child and youth development framework, 2) asset maps, 3) needs assessment, 4) community online tool, and 5) final report. These phases will also include a community engagement strategy to seek feedback on these components, including community meetings and outreach to people who may not have the resources to attend the meetings but would like to provide feedback.

YCOE will produce a final report on the development process of the Roadmap to the Future, asset maps, and community online tools (including data collection, asset maps, community engagement, and strength/gaps analysis). The final report will also include the needs assessment based on the analysis of demographic data in relation to assets.

On January 26, 2023, a "Champions Session" was held for this project (staff from the Community Services Department were in attendance to represent the City of Woodland). The purpose of this session was to develop champions to help create an online tool of services for children, youth, and families in Yolo County. At the meeting, dates for "All In! for Children and Youth Sessions" were announced. These sessions are open to all members of the community and will serve to gather community input on the countywide plan (the meetings will be held in each city, exact date/location to be determined, from February 27 - March 3).

Phase 3 - The components of Phase 3 will identify future initiatives based on available funding (funding sources to be identified).

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

1. The City will provide $20,000 in funding within 30 days of the agreement being executed.
2. Funds will be used to assist in the development of the Roadmap to the Future.
3. Progress on program implementation and funding provided and spent will be submitted to the City annually on December 31 and at program completion.
4. The agreement will identify a repayment plan if all funds have been distributed and the effort is not completed.

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 $20,000 in funding to support a Countywide Roadmap to the Future for Yolo County Children, Youth, and Families.

Ken Hiatt
City Manager

Attachments:

1. Roadmap to the Future Resolution
2. Roadmap to the Future Outcomes
3. Roadmap to the Future Flyer

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH YOLO COUNTY OFFICE OF EDUCATION TO PROVIDE $20,000 IN FUNDING TO SUPPORT A COUNTYWIDE ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN, YOUTH, AND FAMILIES

WHEREAS, the COVID-19 pandemic has demonstrated that we have a collective responsibility to our communities that can only be met by acknowledging our joint responsibility to leverage the federal, state, and local opportunities before us; and

WHEREAS, the COVID-10 pandemic has increased awareness around new and existing challenges faced by children, youth, and their families; and

WHEREAS, Yolo County leaders convened for three Children, Youth and Family Convenings which served as an initial phase of the Roadmap to the Future project and helped develop the principles and shared priorities to guide the future work of this project; and

WHEREAS, combined funding from Yolo County, Yolo County Office of Education, Yolo County cities, and school districts will be used to develop a Countywide Roadmap to the Future for Yolo County children, youth, and families; and

WHEREAS, the Yolo County Office of Education will lead this collaborative community effort.

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 in support of the Countywide Roadmap to the Future for Yolo County Children, Youth, and Families program that includes the following terms:

1. The City will provide $20,000 in funding within 30 days of the agreement being executed.
2. Funds will be used to assist in the development of the Roadmap to the Future.
3. Progress on program implementation and funding provided and spent will be submitted to the City annually on December 31 and at program completion.
4. The agreement will identify a repayment plan if all funds have been distributed and the effort is not completed.

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

PASSED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 7th day of February, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Vicky Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

Yolo County OFFICE OF EDUCATION

Garth Lewis
Yolo County Superintendent of Schools

1280 Santa Anita Court, Ste. 100
Woodland, CA 95776-6127
www.ycoe.org
TEL (530) 668-6700
FAX (530) 668-3848

Roadmap to the Future: Overview of Outcomes

Vision: The Roadmap to the Future is a long-term plan to help effectively coordinate the services, supports, and opportunities children, youth, and families in Yolo County need to thrive, as well as establish a shared framework to ensure their healthy development.

Project Description: On June 27, 2021, 21 local Yolo County elected leaders co-authored an opinion editorial in local newspapers (*The Davis Enterprise, Winters Express)* entitled "Mapping the Future for Yolo County Youths." The op-ed called for development of a long-term plan to confront the issues of poverty and physical and mental health facing Yolo County children and youth, which are exacerbated as a result of the COVID-19 pandemic. Following the op-ed, Yolo County Supervisor Jim Provenza, Yolo County Assessor, Clerk-Recorder and Chief Election Official Jesse Salinas, Yolo County Superintendent of Schools Garth Lewis, and City of Davis Vice-Mayor Lucas Frerichs, convened Yolo County leaders to determine next steps, which resulted in a request for $450,000 from Yolo County, the Yolo County Office of Education ("YCOE"), all four cities in Yolo County, and the five school districts to develop a "Roadmap to the Future" for Yolo County children, youth, and families. The Roadmap to the Future consists of four phases led by YCOE with support from community partners and consultants. The deliverables for each phase form the foundation for development of a long-term plan with measurable objectives and actions.

- **Phase 0 [Completed]:** YCOE led three virtual Children, Youth and Family Convenings from August 2021- February 2022 in Phase 0 to develop the principles and shared priorities that continue to guide the path of the Roadmap to the Future. Over 50 elected officials and community leaders attended the virtual convenings, which served to develop the principles and shared priorities to guide the project. A grant from the James B. McClatchy Foundation provided funding for the convenings.

- **Phase 1 and Phase 2 [In Progress]:** YCOE is currently implementing Phase 1 and Phase 2 of the Roadmap to the Future, which consists of five components: 1) child and youth development framework; 2) asset maps; 3) needs assessment; 4) community online tool; and 5) final report. Phases 1 and 2 also will include a robust community engagement strategy to seek feedback on these components, including community meetings and outreach to people who may not have the resources to attend meetings but may be interested in providing feedback. This outreach will provide an opportunity for YCOE to verify information about assets, seek additional information, and gather feedback from community members on both strengths and gaps in the system of support. The following provides a brief description of each component in these two phases

    1. **Child and Youth Development Framework.** The child and youth development framework will outline key developmental milestones prenatal through 24 years of age. The framework may include milestones related to a child or youth's physical, social, educational, cultural, organizational, and economic development.

       How it will be used: *The child and youth development framework will provide the foundation to assess the adequacy of the support system for children and youth in Yolo County. By describing key milestones, the project team can match assets to milestones and evaluate strengths and gaps in the support system.*

    2. **Asset Maps.** The asset maps will outline the existing assets in the community, including place-based locations such as schools, businesses, services, and organizations, county-wide services, and services provided within homes, which provide support to Yolo County's children, youth, and families. The project team will create a map for each the five Yolo County Supervisorial districts

to allow viewers to understand the type and location of current assets. YCOE will categorize assets into the six domains of the Nexus Framework developed by Concordia, a consulting firm partnering with YCOE on the project: physical, cultural, social, economic, organizational, and educational. These six domains, when considered together, create a picture of the community as a complex system. YCOE will include all completed maps in a final report for use by the community.

How it will be used: *The asset maps will help identify existing assets and support for children, youth, and families in Yolo County. The asset maps also will create a basis for the community online tool.*

3. **Needs Assessment.** YCOE will conduct a needs assessment to identify areas in which the community should invest to help support children, youth, and families. The needs assessment will include the collection of demographic data to show areas where children and youth 0-24 may need support in relation to the location of existing assets. This information will help identify strengths, gaps, and overlap in assets within the community, culminating in a needs assessment described in detail in the final report.

   How it will be used: *The needs assessment will help identify strengths, gaps, and overlap in assets within the community. It also will inform the Children, Youth and Families ARP Workgroup as they allocate $2.2 million in one-time implementation funds set aside for investments in support services for children, youth, and families. The needs assessment will allow the Children, Youth, and Families ARP Workgroup to make data-informed decisions to maximize opportunity, avoid duplication, and prioritize transformational projects when allocating the funds. The needs assessment could also provide the foundation for future investments.*

4. **Community Online Tool.** YCOE will develop an interactive, web-based tool to provide simple access for parents, caregivers, children, youth, and the greater community to the resources in Yolo County which support children, youth, and families. Similar to the asset maps, the online tool may include filters for each of the six Nexus domains: physical, social, educational, cultural, organizational, and economic development. It also will align child and youth development milestones with assets and opportunities in Yolo County.

   How it will be used: *The community tool will help parents, caregivers, children, youth, and the greater community identify and locate services and resources they need.*

5. **Final Phase 1 and Phase 2 Report.** YCOE will produce a final report for the development process of the Roadmap to the Future asset maps and community online tool, including data collection, asset maps, community engagement, and a strengths/gaps analysis. The final report will also include the needs assessment based on the analysis of demographic data in relation to assets. YCOE may also provide recommendations to consider for Phase 3 as part of this report, including development of a long-term plan with measurable objectives and actions.

   How it will be used: *The report will describe the process through which YCOE developed the asset maps, the needs assessment, and the community online tool, including the results of the community outreach effort. It will also serve as a guide for other jurisdictions which may wish to develop a similar tool for their communities.*

- **Phase 3 [Not Initiated]** The components of Phase 3 of Roadmap to the Future will chart the road ahead but are not yet defined as no funding has been secured for this phase. The approach to Phase 3 also may change because of community feedback received during Phase 1 and 2. The Yolo County Office of Education (YCOE) will work with Yolo County and the Children, Youth and Families American Rescue Plan (ARP) Workgroup to develop a scope of work for Phase 3 once Phase 1 and Phase 2 are complete, as ideas or needs may emerge during the previous phases which the community may wish to address. This phase could include development of a long-term plan.

Identified Need: The Roadmap to the Future will inform the long-term, collaborative efforts of organizations and agencies across Yolo County to invest in efforts to ensure the healthy development of Yolo County children, youth, and families. A countywide plan with measurable objectives and actions to guide this collaboration does not currently exist. Phases 1 and 2 of the Roadmap to the Future will provide county leaders with the information necessary for development of the long-term plan. The data, asset maps, and the community online tool will provide a simple means through which parents, caregivers, educators, children, youth, and the greater community can access information about available services, supports, and opportunities for children, youth, and families. The needs assessment will guide the work of decisionmakers to invest in system improvements. This work will make comprehensive information related to support for children, youth, and families easily accessible for the first time in Yolo County.

Target Audience: The Roadmap to the Future will help parents, caregivers, and educators of children and youth aged 0-24 who need support to connect with available services in Yolo County provided in the community, including local agencies, businesses, and community organizations. Students, young adults, and community members are also part of the target audience. The needs assessment will help decisionmakers who are seeking guidance on opportunities to invest additional funds in services for children, youth, and families and/or wish to align their programs and services to address gaps in the system.

Yolo County Office of Education Roles and Responsibilities: During Phase 1 and Phase 2 of Roadmap to the Future, YCOE and partners will review existing plans, collect data, coordinate with the Children, Youth, and Families ARP Workgroup, and conduct community engagement meetings to secure information for development of asset maps, a community online tool, and the needs assessment. YCOE will strive to ensure the effort is complementary to other planning efforts in the county. Prior to the completion of the online community tool, YCOE will develop a plan for maintenance of the asset map and online tool to ensure ongoing usefulness and accuracy. The plan will assign responsibilities and provide cost estimates to maintain the tool.

The Children, Youth and Families American Rescue Plan (ARP) Workgroup Roles and Responsibilities: The Children, Youth and Families ARP Workgroup is composed of a group of trusted community partners who are serving in an advisory capacity to help advance and develop the Roadmap to the Future project. The workgroup is advising YCOE on technical aspects of the project and assisting with future phase development.

Yolo County Strategic Plan Alignment: The Roadmap to the Future aligns with Yolo County's 2020-2025 Strategic Plan goal of "Thriving Residents", specifically the outcome to reduce economic and educational disparities while building resiliency for vulnerable children and their families.

Updated September 2022

ARE YOU A CHAMPION FOR CHILDREN YOUTH FAMILIES?

ALL IN! FOR CHILDREN AND YOUTH

Join Yolo County as we embark on a countywide plan to support children, youth & families!

Help shape the future for children and youth!

Scan the QR Code to find the next session in your community...

- Davis
- Esparto
- West Sacramento
- Winters
- Woodland

Yolo County is creating a Roadmap to the Future for Yolo County Children and Youth and we need to hear from YOU!

Sessions are open to all members of the community. Free dinner and childcare are provided. Sessions conducted in English and Spanish.

For more information, scan QR code or visit: ycoe.org/roadmap

What is the Roadmap to the Future?

ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH

The Roadmap to the Future is a long-term plan to help effectively coordinate the services, supports, and opportunities children, youth, and families in Yolo County need to thrive, as well as establish a shared framework to ensure their healthy development.

/YoloRoadmap

Yolo County OFFICE OF EDUCATION

CITY OF WOODLAND CALIFORNIA

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 7, 2023
ITEM #: H.11
SUBJECT: Approval of 2021 Continuum of Care Grant Agreements with U.S. Department of Housing and Urban Development; and Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to 1) execute Grant Agreements with U.S. Department of Housing and Urban Development for the 2021 Continuum of Care Program funded in the aggregate amount of $348,174; and 2) execute Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope); and 3) approve an additional appropriation of $348,174 to the Supportive Housing Program Fund (332)

Staff Contact:
Dago Fierros, Housing Analyst II – 530-661-2019, dago.fierros@cityofwoodland.org

Fiscal Impact:
There is no fiscal impact on the General Fund. The Department of Housing and Urban Development (HUD) will provide two grants in the aggregate amount of $348,174. Of the two grants, $16,944 will be used for administration in order to defray the City's costs in administering the grants.

Background:
The City has been receiving Continuum of Care (CoC) grants from HUD since at least 1994 to provide permanent supportive and transitional housing programs for individuals and families. In most instances, the programs have been operated by the Yolo Wayfarer Center.

Discussion:
HUD awarded the City two renewal grants through the 2021 Continuum of Care Competition: Reallocation Permanent Supportive Housing 2022 project ($196,000 award) and Consolidated Permanent Supportive Housing 2022 project ($152,174 award). The awarded grants will be used by the Yolo Wayfarer Center (dba Fourth and Hope) to provide Permanent Supportive Housing for 12 chronically homeless families with children in 12 units and 14 chronically homeless individuals without children in 10 units. All of the individuals assisted by the grant will receive supportive services.

Conclusion:
Staff recommends that the City Council approve Resolution No._____, authorizing the City Manager to 1) execute Grant Agreements with U.S. Department of Housing and Urban Development for the 2021 Continuum of Care Program funded in the aggregate amount of $348,174; and 2) execute Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope); and 3) approve an additional appropriation of $348,174 to the Supportive Housing Program Fund (332)

Prepared by: Dago Fierros,Housing Analyst II

Reviewed by: Christine Engel, Community Services Department Director

Ken Hiatt
City Manager

Attachments:
1. CC Reso Grant and Sub Agmts Feb 7, 2023
2. CA1914L9T212102_Consolidated PSH 2021_GA
3. CA1423L9T212106_Reallocation PSH for CH 2021_GA
4. Subrecipient Agreement Consolidated
5. Subrecipient Agreement Reallocation

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND TO EXECUTE GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND SUBRECIPIENT AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR 2021 CONTINUUMM OF CARE PROGRAM GRANTS

WHEREAS, the Continuum of Care Program is authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended;

WHEREAS, the City of Woodland has received Continuum of Care Program grants since at least 1994;

WHEREAS, the Continuum of Care grants received by the City assist with the funding of the Yolo Wayfarer Center's permanent supportive housing programs for families and individuals.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to 1) execute Grant Agreements with U.S. Department of Housing and Urban Development for the 2021 Continuum of Care Program funded in the aggregate amount of $348,174; and 2) execute Subrecipient Agreements with the Yolo Wayfarer Center (dba Fourth and Hope) and 3) approve an additional appropriation of $348,174 to the Supportive Housing Program Fund (332)

1. Reallocation Permanent Supportive Housing 2022 project, $196,000 grant award
2. Consolidated Permanent Supportive Housing 2022 project, $152,174 grant award

Section 2: This City Council hereby authorizes an additional appropriation of $348,174 to the Supportive Housing Program Fund (332);

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

PASSED AND ADOPTED this 7th day of February 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Vicky Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Grant Number: CA1914L9T212102
Tax ID Number: 94-6000459
Unique Entity Identifier [SAM]: PJBKW1CUHUL1

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Woodland (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

2. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation authorized by this grant agreement is $152,174, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
CA1914L9T212102	12 months	03-01-2022 - 02-28-2023	03-01-2022 - 02-28-2023	$152,174

a.	Continuum of Care planning activities	$0
b.	Acquisition	$0
c.	Rehabilitation	$0
d.	New construction	$0
e.	Leasing	$66,204
f.	Rental assistance	$20,208
g.	Supportive services	$26,743
h.	Operating costs	$31,525
i.	Homeless Management Information System	$0
j.	Administrative costs	$7,494
k.	Relocation Costs	$0
l.	HPC homelessness prevention activities:	
	Housing relocation and stabilization services	$0
	Short-term and medium-term rental assistance	$ 0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project’s budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years’ CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached “Indirect Cost Rate Schedule” and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

Kimberly Y Nash
(Signature)

Kimberly Y Nash, Director
(Typed Name and Title)

January 6, 2023
(Date)

RECIPIENT

City of Woodland
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.
To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Grant Number: CA1423L9T212106
Tax ID Number: 94-6000459
Unique Entity Identifier [SAM]: PJBKW1CUHUL1

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Woodland (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

2. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation authorized by this grant agreement is $196,000, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
CA1423L9T212106	12 months	02-01-2022 - 01-31-2023	02-01-2022 - 01-31-2023	$196,000

a.	Continuum of Care planning activities	$0
b.	Acquisition	$0
c.	Rehabilitation	$0
d.	New construction	$0
e.	Leasing	$84,984
f.	Rental assistance	$0
g.	Supportive services	$38,400
h.	Operating costs	$63,166
i.	Homeless Management Information System	$0
j.	Administrative costs	$9,450
k.	Relocation Costs	$0
l.	HPC homelessness prevention activities:	
	Housing relocation and stabilization services	$0
	Short-term and medium-term rental assistance	$ 0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project’s budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years’ CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached “Indirect Cost Rate Schedule” and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

(Signature)

Kimberly Y Nash, Director
(Typed Name and Title)

January 6, 2023
(Date)

RECIPIENT

City of Woodland
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.
To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

2021 CONTINUUM OF CARE PROGRAM
(Consolidated Permanent Supportive Housing 2022)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2023 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

<u>RECITALS</u>

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2021 (payment year 2022/23).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2021 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2021 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. In January 2022, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2021 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

F. WOODLAND and SUBRECIPIENT (jointly, the “Parties”) desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT’s provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

“Agreement” means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

“MCKINNEY-VENTO ACT” is defined in Recital A hereof.

“MCKINNEY-VENTO ACT Funds” is defined in Recital A hereof.

“C.F.R.” means the Code of Federal Regulations.

“Community Services Director” means the Director of Community Services for the City of Woodland, or designee.

“Conditions to Disbursement” is defined in Section 2.3.2 hereof.

“Costs” means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

“Covenants Re: Use of Federal Funds” means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

“Date of Agreement” is defined in the initial paragraph of this Agreement.

“Default” is defined in Section 7.1 hereof.

“Disbursement Schedule” is defined in Section 2.3.1 hereof.

“Effective Date” is defined in Section 10.14 hereof.

“Grant” is defined in Section 2.1 hereof.

“Grant Proceeds” means the proceeds of the Grant.

"HUD" is defined in Recital A hereof.

"Operating Budget" is defined in Section 6 hereof.

"Parties" is defined in Recital F hereof.

"Salary and Benefits" means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

"Schedule of Performance" means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

"Scope of Services" means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

"Services" is defined in Section 4.1 of this Agreement.

"Staff" means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

"SUBRECIPIENT" means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT's Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT's Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or thee context should otherwise require.

"SUBRECIPIENT's Representative" means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

"WOODLAND" means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the "City Manager"), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of One Hundred Fifty-Two Thousand One Hundred Seventy-Four

Dollars ($152,174) (less administrative costs of $7,494 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the "Disbursement Schedule"):

A. The sum of One Hundred Fifty-Two Thousand One Hundred Seventy-Four Dollars ($152,174) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND's customary conditions for a Grant (the "Conditions of Disbursement"). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Services Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the “Term”) shall commence on March 1, 2022 and shall terminate on February 28, 2023 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the “Services”) as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT’s Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT’s application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT's risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for

SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing. SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form.

The City Manager, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."

> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

> "The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland."

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be

SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attoneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

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

With copies to: City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to “WOODLAND” or “SUBRECIPIENT” shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default of breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

> "A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

“WOODLAND”

CITY OF WOODLAND
a municipal corporation

Dated: ____________________ By: ____
Ken Hiatt
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _________________________________
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ____________________ By: ____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 485 Fourth Street, Woodland, CA 95695.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

> **3.1 Schedule.** All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).
>
> **3.2 Contents.** Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:
>
> > **A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
> >
> > **B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.
>
> **3.3 Certification.** Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of One Hundred Fifty-Two Thousand One Hundred Seventy-Four Dollars ($152,174), WOODLAND shall retain a total of Seven Thousand Four Hundred Ninety-Four Dollars ($7,494) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Consolidated Permanent Supportive Housing 2022) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of One Hundred Fifty-Two Thousand One Hundred Seventy-Four Dollars ($152,174) less City administrative costs of ($7,494) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 ("the Act"), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

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

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

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

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

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

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

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

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

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

Section 25. Drug Free Workplace.

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

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

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:

   i. Abide by the terms of the statement; and

   ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

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

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on March 1, 2022 and terminating on February 28, 2023.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	$66,204		$66,204
2. Rental Assistance	$20,208		$20,208
3. Supportive Services*	$26,743		$26,743
4. Operations**	$31,525		$31,525
5. HMIS ***	$0		$0
6. SHP Request (subtotal lines 1 thru 5)	$144,680		$144,680
7. Administration	$7,494		$7,494
8. Total CoC Request (total lines 5 and 6)	$152,174		$152,174

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

2021 CONTINUUM OF CARE PROGRAM
(Reallocation Permanent Supportive Housing 2022)

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this "Agreement"), dated for purposes of identification only this _________ day of ______, 2023 (the "Date of Agreement"), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, ("WOODLAND") and **YOLO WAYFARER CENTER**, a California non-profit corporation ("SUBRECIPIENT").

RECITALS

A. WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development ("HUD") for the Calendar Year 2021 (payment year 2022/23).

B. SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT'S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT'S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.

C. SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2021 to assist with the administration of a Permanent Supportive Housing Program as described in Recital B, above.

D. SUBRECIPIENT's application for a grant of MCKINNEY-VENTO ACT Funds was approved by the City Council of the City of Woodland, subject to (i) approval by HUD of WOODLAND's MCKINNEY-VENTO ACT Application for Calendar Year 2021 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.

E. In January 2022, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2021 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

F. WOODLAND and SUBRECIPIENT (jointly, the "Parties") desire to enter into this Agreement so that SUBRECIPIENT may receive a grant of Homeless Assistance Funds in consideration for SUBRECIPIENT's provision of certain services to WOODLAND and the community.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following capitalized terms used in this Agreement shall have the following meanings:

"Agreement" means this Subrecipient Agreement by and between WOODLAND and SUBRECIPIENT.

"MCKINNEY-VENTO ACT" is defined in Recital A hereof.

"MCKINNEY-VENTO ACT Funds" is defined in Recital A hereof.

"C.F.R." means the Code of Federal Regulations.

"Community Services Director" means the Director of Community Services for the City of Woodland, or designee.

"Conditions to Disbursement" is defined in Section 2.3.2 hereof.

"Costs" means personnel services and non-personnel services costs necessary to provide the homeless assistance services under the Continuum of Care Program.

"Covenants Re: Use of Federal Funds" means those additional covenants of SUBRECIPIENT required due to the federal source of the Grant Proceeds which are attached hereto as Exhibit C and incorporated herein by this reference.

"Date of Agreement" is defined in the initial paragraph of this Agreement.

"Default" is defined in Section 7.1 hereof.

"Disbursement Schedule" is defined in Section 2.3.1 hereof.

"Effective Date" is defined in Section 10.14 hereof.

"Grant" is defined in Section 2.1 hereof.

"Grant Proceeds" means the proceeds of the Grant.

“HUD” is defined in Recital A hereof.

“Operating Budget” is defined in Section 6 hereof.

“Parties” is defined in Recital F hereof.

“Salary and Benefits” means the reasonable salary and benefits paid by SUBRECIPIENT to Staff.

“Schedule of Performance” means the schedule pursuant to which SUBRECIPIENT shall provide the Services and the schedule which is attached hereto as Exhibit B and incorporated herein by this reference.

“Scope of Services” means the scope of services (i) which describes the Services to be provided by SUBRECIPIENT and (ii) which is attached hereto as Exhibit A and incorporated herein by this reference.

“Services” is defined in Section 4.1 of this Agreement.

“Staff” means each of the persons, individually, and all of the persons, collectively, hired by SUBRECIPIENT to provide the Services under this Agreement.

“SUBRECIPIENT” means the Yolo Wayfarer Center, a California non-profit corporation. The SUBRECIPIENT’s Representative shall represent SUBRECIPIENT in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by SUBRECIPIENT, the SUBRECIPIENT’s Representative is authorized to act on behalf of SUBRECIPIENT unless this Agreement specifically provides otherwise or thee context should otherwise require.

“SUBRECIPIENT’s Representative” means Doug Zeck, Chief Executive Officer of the Yolo Wayfarer Center.

“WOODLAND” means the City of Woodland, a municipal corporation and general law city, and any assignee of or successor to the rights, powers, and responsibilities of WOODLAND. The City Manager of the City of Woodland, or designee (hereinafter defined as the “City Manager”), shall represent WOODLAND in all matters pertaining to this Agreement. Whenever a reference is made herein to an action or approval to be undertaken by WOODLAND, the City Manager is authorized to act on behalf of WOODLAND unless this Agreement specifically provides otherwise or the context should otherwise require.

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of One Hundred Ninety-Six Thousand Dollars ($196,000) (less administrative costs of $9,450 retained by City) (the Grant") subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

2.2 Use of Federal Funds. SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT hereby provides to WOODLAND those covenants set forth in the Covenants Re: Use of Federal Funds.

2.3 Disbursement of Grant Proceeds. Upon satisfaction of the Conditions to Disbursement or written waiver thereof by WOODLAND, WOODLAND shall distribute the Grant Proceeds in accordance with the Disbursement Schedule.

2.3.1 Schedule. The Grant Proceeds shall be disbursed in by WOODLAND in accordance with the following schedule (the "Disbursement Schedule"):

A. The sum of One Hundred Ninety-Six Thousand Dollars ($196,000) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

2.3.2 Conditions Precedent to Disbursement. SUBRECIPIENT agrees further that WOODLAND shall not be obligated to make any disbursement of the Grant Proceeds unless and until SUBRECIPIENT has fulfilled all of WOODLAND's customary conditions for a Grant (the "Conditions of Disbursement"). Such conditions include, for purposes of guidance and illustration, but are not limited to, the following:

A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.

B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.

C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

D. WOODLAND shall, if requested, receive copies of any and all licenses, permits, notices, and certificates required by WOODLAND pursuant to and in accordance with Section 4.6 of this Agreement.

The Community Services Director may waive or modify in writing any of the Conditions to Disbursement of the Grant Proceeds.

Section 3. Term.

The term of this Agreement (the "Term") shall commence on February 1, 2022 and shall terminate on January 31, 2023 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

4.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, SUBRECIPIENT shall provide those services (the "Services") as specified in the Scope of Services. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry for such services.

4.2 Time for Performance. Time is of the essence in the performance of this Agreement. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Schedule of Performance.

SUBRECIPIENT shall not be responsible for delays caused by circumstances beyond its control, provided that SUBRECIPIENT has delivered to WOODLAND written notice of the cause of any such delay within ten (10) days of the occurrence of such cause.

4.3 SUBRECIPIENT's Application. The Scope of Services shall include the Services set forth in the SUBRECIPIENT's application for the grant of McKinney-Vento Act funds which shall be incorporated herein by this reference as through fully set forth herein. In the event of any inconsistency between the terms of such application and this Agreement, the terms of this Agreement shall govern.

4.4 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

4.5 Licenses, Permits, Fees, and Assessments. SUBRECIPIENT shall obtain, at SUBRECIPIENT's sole cost and expense, any such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement. SUBRECIPIENT shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services required by this Agreement. If requested by WOODLAND, SUBRECIPIENT shall provide copies of any and all licenses, permits, notices, and certificates required by law for the provision of the Services. Within (7) days of receipt by SUBRECIPIENT, SUBRECIPIENT shall provide WOODLAND with copies of any notices, audits, inspections, or other documents received by SUBRECIPIENT form any Federal, State, or local governmental body, arising out of or relating to the provision of the Services.

4.6 Nondiscrimination. SUBRECIPIENT agrees not to discriminate against any person or class of persons by reason of sex, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its provision of Services. To the extent this Agreement provides that SUBRECIPIENT offer accommodations or services to the public, such accommodations or services shall be offered by SUBRECIPIENT to the public on fair and reasonable terms.

4.7 Familiarity with Work. By executing this Agreement, SUBRECIPIENT represents and warrants that SUBRECIPIENT (i) has thoroughly investigated and considered the work to be performed, (ii) has investigated the site of the work and fully acquainted itself with the conditions there existing, (iii) has carefully considered how the work should be performed, and (iv) fully understands the facilities, difficulties, and restrictions attending the performance of the work under this Agreement. Should the SUBRECIPIENT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by WOODLAND, SUBRECIPIENT shall immediately inform WOODLAND of such fact and shall not proceed except at SUBRECIPIENT's risk until written instructions are received from WOODLAND.

4.8 Prohibition Against Subcontracting and Assignments. Neither the whole nor any interest in, nor any of the rights or privileges granted under this Agreement shall be assignable or transferable or encumbered in any way without the prior written consent of WOODLAND. Any such purported assignment, transfer, encumbrance, pledge, subuse, or permission given without such consent shall be void as to WOODLAND. This is a personal services contract and the SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. WOODLAND shall have the right to unreasonably or arbitrarily withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers or employees of WOODLAD. WOODLAND assumes no liability for SUBRECIPIENT's actions and performance, nor assumes responsibility for taxes, bonds, payments, or other commitments, implied, or explicit, by or for SUBRECIPIENT. SUBRECIPIENT shall not have authority to act as an agent on behalf of WOODLAND unless specifically authorized to do so in writing.

SUBRECIPIENT acknowledges that it is aware that because it is an independent SUBRECIPIENT, WOODLAND is making no deduction from any amount paid to SUBRECIPIENT and is not contributing to any fund on its behalf. SUBRECIPIENT disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

SUBRECIPIENT represents that SUBRECIPIENT has or will secure and maintain, at SUBRECIPIENT's sole cost and expense, all qualified and licensed personnel required to perform the Services. Staff and any additional personnel hired by SUBRECIPIENT shall be employees of SUBRECIPIENT. Such personnel shall not be deemed to be employees of WOODLAND or to have any contractual relationship with WOODLAND. Such personnel shall be authorized or permitted under State and local law to perform the Services.

4.10 Inspection. WOODLAND and its agents and representatives shall have the right at any reasonable time to observe the provision of the Services. WOODLAND is under no duty to supervise the provision of the Services. Any inspection or examination by WOODLAND is for the sole purpose of protecting and preserving WOODLAND's rights under this Agreement. No default of SUBRECIPIENT shall be waived by any inspection that there has been or will be compliance with this Agreement or that SUBRECIPIENT or Staff is in compliance with any Federal, State, and local laws, ordinances, regulations, and directives applicable to the performance of this Agreement or to the provision of the Services. SUBRECIPIENT shall make or cause to be made such other independent inspections as SUBRECIPIENT may desire for SUBRECIPIENT's own protection.

Section 5. Insurance and Indemnification.

5.1 Insurance. Without limiting WOODLAND's right to indemnification, SUBRECIPIENT shall secure prior to commencing any activities under this Agreement, and maintain during the Term of this Agreement, insurance coverage as set forth in this Section.

5.1.1 Required Insurance. SUBRECIPIENT shall secure and maintain the following coverage:

A. Workers' Compensation Insurance as required by California statutes;

B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million

Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form; and

C. Comprehensive Automobile Liability coverage, including—as applicable—owned, non-owned, and hired autos, in an amount of not less than One Million Dollars ($1,000,000) per occurrence, combined single limit, written on an occurrence form.

The City Manager, with the consent of WOODLAND's Risk Manager, is hereby authorized to reduce the requirements set forth above in the event it is determined that such reduction is in WOODLAND's best interest.

5.1.2 Required Clauses in Policies. Each insurance policy required by this Agreement shall contain the following clauses:

> "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days' prior written notice has been given to the Secretary of the City of Woodland, 300 First Street, Woodland, CA 95695."
>
> "It is agreed that any insurance maintained by the City of Woodland shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

> "The City of Woodland, its officials, agents, employees, representatives, and volunteers are added as additional insured as respects of operations and activities of, or on behalf of the named insured, performed under contract with the City of Woodland."

5.1.3 Required Certificates and Endorsements. Prior to commencement of any work under this Agreement, SUBRECIPIENT shall deliver to WOODLAND (i) insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by WOODLAND, it shall be SUBRECIPIENT's responsibility to see that WOODLAND receives documentation, acceptable to WOODLAND, which confirms that the individual signing such endorsements is indeed authorized to do so by the insurance company. Also, WOODLAND has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

5.1.4 Remedies for Defaults Re: Insurance. In addition to any other remedies WOODLAND may have if the SUBRECIPIENT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, WOODLAND may, at its sole option:

A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;

B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;

C. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies WOODLAND may have and is not the exclusive remedy for the SUBRECIPIENT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which the SUBRECIPIENT may be held responsible for payment of damages to person or property resulting from the SUBRECIPIENT's or its subcontractor's performance of the work covered under this Agreement.

5.2 Indemnification. As respects acts, errors, or omissions in the performance of Services under this Agreement, SUBRECIPIENT agrees to indemnify and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability or consequential acts, errors, or omissions in the performance of Services under the terms of this Agreement.

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

Concurrently with the submission to WOODLAND of copies of this Agreement executed by SUBRECIPIENT, SUBRECIPIENT shall submit to WOODLAND an operating budget (the "Operating Budget") which specifies how SUBRECIPIENT proposes that the Grant Proceeds be allocated among the following permitted uses: Salary, Benefits, and Costs. WOODLAND shall have the right to review and either approve or disapprove the proposed Operating Budget, in WOODLAND's sole discretion. In the event WOODLAND disapproves the proposed Operating Budget, Woodland shall deliver in writing the reasons for such disapproval. In such event, SUBRECIPIENT shall revise and resubmit the proposed Operating Budget to WOODLAND within thirty (30) days of such disapproval. WOODLAND shall either approve or disapprove the revised Operating Budget within fifteen (15) days of WOODLAND's receipt. The approved Operating Budget is included as Exhibit E of this Agreement.

Section 7. Enforcement of Agreement; Termination of Agreement.

7.1 Events of Default. For purposes of this Section 7, the word "Default" shall mean the failure of SUBRECIPIENT to perform any of SUBRECIPIENT's duties or obligations or the breach by SUBRECIPIENT of any of the terms and conditions set forth in this Agreement. In addition, SUBRECIPIENT shall be deemed to be in Default upon SUBRECIPIENT's (i) application for, consent to, or suffering of, the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, (ii) making a general assignment for the benefit of creditors, (iii) being adjudged bankrupt, (iv) filing a voluntary petition or suffering an involuntary petition under any bankruptcy, arrangement, reorganization, or insolvency law (unless in the case of an involuntary petition, the same is dismissed within thirty (30) days of such filing), or (v) suffering or permitting to continue unstayed and in effect for fifteen (15) consecutive days any attachment, levy, execution, or seizure of all or a substantial portion of SUBRECIPIENT's assets or of SUBRECIPIENT's interests hereunder.

WOODLAND shall not be deemed to be in Default in the performance of any obligation required to be performed by WOODLAND hereunder unless and until WOODLAND has failed to perform such obligation for a period of thirty (30) days after receipt of written notice from SUBRECIPIENT specifying in reasonable detail the nature and extent of any such failure; provided, however, that if the nature of WOODLAND's obligation is such that more than thirty (30) days are required for its performance, then WOODLAND shall not be deemed to be in Default if WOODLAND shall commence to cure such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

7.2 Institution of Legal Actions. In addition to any other rights and remedies, and subject to the restrictions otherwise set forth in this Agreement, either Party may institute an action at law or in equity to seek the specific performance of the terms of this Agreement, to cure, correct, or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in Yolo County, or in the United States District Court for District of California in which Yolo County is located.

7.3 Acceptance of Service of Process. In the event that any legal action is commenced by the SUBRECIPIENT against WOODLAND, service of process on WOODLAND shall be made by personal service upon the Community Development Department Director or in such other manner as may be provided by law. In the event that any legal action is commenced by WOODLAND against the SUBRECIPIENT, service of process on the SUBRECIPIENT shall be made in such other manner as may be provided by law.

7.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

7.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

7.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

7.7 Attoneys' Fees. WOODLAND and SUBRECIPIENT agree that in the event of litigation to enforce this Agreement or terms, provisions, and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND: City Clerk
City of Woodland
300 First Street

Woodland, California 95695
FAX No. (530) 661-5813

With copies to: City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776
FAX No. (530) 666-7257

If to SUBRECIPIENT: Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

10.3 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties, nor by and third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that SUBRECIPIENT is and will be at all times an independent SUBRECIPIENT pursuant to this Agreement and shall not, in any way, be considered to be an officer, agent or employee of the Agency or the City.

10.4 Time of the Essence. Time is hereby expressly declared to be the essence of this Agreement and of each and every term, covenant and condition hereof which relates to a date or a period of time.

10.5 Remedies Cumulative. The remedies given to WOODLAND and SUBRECIPIENT herein shall be cumulative and are given without impairing any other rights given WOODLAND or SUBRECIPIENT by statute or other law now existing or hereafter enacted, and the exercise of any one (1) remedy by WOODLAND or SUBRECIPIENT shall not preclude the exercise of any other remedy.

10.6 Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or enforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.7 Successors and Assigns. This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of WOODLAND and to the permitted successors and assigns of SUBRECIPIENT, and all references to "WOODLAND" or "SUBRECIPIENT" shall be deemed to refer to and include all permitted successors and assigns of such Party.

10.8 Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement of WOODLAND and the SUBRECIPIENT with respect to the matters covered hereby, and no agreement, statement or promise made by any of the Parties which is not contained herein, shall be valid or binding. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended, modified, or added except by an agreement in writing signed by WOODLAND and SUBRECIPIENT.

10.9 Authority. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership, or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms. SUBRECIPIENT shall, at WOODLAND's request, deliver a certified copy of its governing board's resolution or certificate authorizing or evidencing such execution.

10.10 Conflicts of Interest. No member, official, or employee of WOODLAND shall have any interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affect his or her interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

10.11 Time for Acceptance of Agreement by WOODLAND. This Agreement, when executed by SUBRECIPIENT and delivered to WOODLAND, must be authorized, executed and delivered to WOODLAND on or before forty-five (45) days after the execution and delivery by the SUBRECIPIENT or this Agreement shall be void, except to the extent that SUBRECIPIENT and WOODLAND shall consent in writing to a further extension of time for the authorization, execution, and delivery of this Agreement.

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default of breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or on any obligation under the terms of this Agreement. SUBRECIPIENT hereby waives and releases any claim SUBRECIPIENT may have against the members, officials, or employees of WOODLAND with respect to any Default or breach by WOODLAND or for any amount which may become due to SUBRECIPIENT or SUBRECIPIENT's successors, or any obligations under the terms of this Agreement. SUBRECIPIENT makes such release with the full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

> "A general release does not extend claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10.13 Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.14 Effective Date. This Agreement shall be effective on the date on which this Agreement is executed by WOODLAND and such date shall be the "Effective Date."

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

"WOODLAND"

CITY OF WOODLAND
a municipal corporation

Dated: ___________________ By: _______________________________________
Ken Hiatt
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: ________________________________
Ana Gonzalez
City Clerk

"SUBRECIPIENT"

YOLO WAYFARER CENTER
a California non-profit pubic benefit corporation

Dated: ___________________ By: _______________________________________
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

During the Term of this Agreement, SUBRECIPIENT shall diligently and continuously provide the following services (the "Services"):

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 285 Fourth Street, Woodland, CA 95695.

Section 2. Hours of Operation. SUBRECIPIENT shall provide staff to operate office continuously between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on legal holidays.

Section 3. SUBRECIPIENT's Reports. SUBRECIPIENT shall file reports on a quarterly basis in the format provided by WOODLAND, or in a format provided by SUBRECIPIENT that is acceptable to WOODLAND.

3.1 Schedule. All Quarterly Reports shall be filed in accordance with the format as set forth by the U.S. Department of Housing and Urban Development (HUD).

3.2 Contents. Each Quarterly Report shall contain, or be accompanied by, an itemized statement showing all information required by WOODLAND, including, without limitation:

A. The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.

B. Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

3.3 Certification. Each Quarterly Report shall be certified as complete and correct by the Chief Executive Officer of SUBRECIPIENT.

Section 4. Permanent Supportive Housing Program Services. SUBRECIPIENT shall provide all costs and services associated with the one Permanent Supportive Housing Program components: Permanent Supportive Housing for chronically homeless individuals in the City of Woodland.

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports submitted by SUBRECIPIENT. From the grant amount of One Hundred Ninety-Six Thousand Dollars ($196,000), WOODLAND shall retain a total of Nine Thousand Four Hundred Fifty Dollars ($9,450) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Reallocation Permanent Supportive Housing 2022) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of One Hundred Ninety-Six Thousand Dollars ($196,000) less City administrative costs of ($9,450) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

SUBRECIPIENT acknowledges and agrees that the Grant is funded from McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended, allocated to WOODLAND by the United States of America. Accordingly, SUBRECIPIENT covenants and agrees as follows:

Section 1. Non-Discrimination. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, or ancestry.

Section 2. Civil Rights Act. SUBRECIPIENT shall comply with the Civil Rights Act of 1964, as amended, and all regulations applicable thereto.

Section 3. Compliance with OMB Circular No. A-122. SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122 and with the Attachments A, B, C, F, H, N (as modified in accordance with the provisions of 24 C.F.R. 570.502 (b)(6)) and O.

Section 4. Reversion of Assets. Upon the expiration or termination of this Agreement, SUBRECIPIENT shall transfer to WOODLAND any McKinney-Vento Act funds on hand and any accounts receivable attributable to the use of McKinney-Vento Act funds. If at the time of the expiration or termination of this Agreement there is under the control of SUBRECIPIENT any real property that was acquired or improved in whole or in part with McKinney-Vento Act funds in excess of Twenty-Five Thousand Dollars ($25,000), then such real property shall either be:

A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or

B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

Section 5. Program Income. Any Program Income received by SUBRECIPIENT prior to the expiration of this Agreement shall either (i) be treated as additional grant proceeds subject to all applicable requirements governing the use of grant proceeds, or (ii) be returned to WOODLAND, as required by 24 C.F.R. 570.504(b). Any Program Income on hand when this Agreement expires or received after the expiration of this Agreement shall be paid to WOODLAND as required by 24 C.F.R. 570.503(8).

Section 6. Training and Employment Opportunities. SUBRECIPIENT acknowledges that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development (the "Department"), and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. SUBRECIPIENT shall comply with the provisions Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement.

Section 7. No Disability. SUBRECIPIENT certifies and agrees that it is under no contractual or other disability which would prevent it from complying with the laws and regulations referred to in this Exhibit C of the Agreement.

Section 8. Notice to Labor Organizations. SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising such labor organization or workers' representative of its commitments under the Section 3 clause (set forth in Section 6 of this Exhibit C) and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

Section 9. Include in Subcontracts. SUBRECIPIENT shall include a Section 3 clause in every subcontract for work in connection with the project and shall, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the sub-contractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. SUBRECIPIENT shall not subcontract with any sub-contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and shall not let any subcontract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of said regulations.

Section 10. Sanctions. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a conditional of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject SUBRECIPIENT, its sub-contractors, its successors, and assigns to those sanctions as are specified by 24 C.F.R. Part 135.

Section 11. Americans with Disabilities. SUBRECIPIENT shall not discriminate against handicapped persons in the provision of the Services and shall provide accessibility for handicapped persons to the Services provided under this Agreement. SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 and implementing regulations (28 C.F.R. Parts 35-36), in order to provide handicapped accessibility to the extent readily achievable.

Section 12. Patents and Copyrights. SUBRECIPIENT acknowledges and agrees that HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, for Federal Government purposes:

A. The copyright in any work developed under the Grant or this Agreement;

B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;

C. The patent for any invention developed under the Grant or this Agreement; and

D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

Section 13. Compliance with Law. SUBRECIPIENT hereby covenants and agrees that it has complied and will continue to comply with the Housing and Community Development Act of 1974 ("the Act"), and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal funds for this Federally-assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies, and guidelines, including, without limitation, the Act; 24 CFR Part 85; 24 CFR Part 570; and applicable U.S. Office of Management and Budget Circulars, including, without limitation, A-21, A-110, A-122, and A-133.

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by SUBRECIPIEINT for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audio findings involving the records have been fully resolved. Records for non-expendable property acquired with Federal funds provided under this Agreement shall be retained for five (5) years after the ifnal disposition of such property.

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented measurable goals achieved, effectiveness of program management, and impact of the program. Authorized representatives of WOODLAND and HUD shall have the right of access to all activities and facilities operated by SUBRECIPIENT under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance, board of directors, advisory committee, and advisory board meetings and inspection by WOODLAND and HUD representatives. SUBRECIPIENT shall ensure that its employees and board members furnish such information as, in the judgment of WOODLAND and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Section 16. Program Reporting. SUBRECIPIENT agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD, or WOODLAND per the terms of this Agreement. SUBRECIPIENT shall maintain such property, personnel, financial, and other records and accounts as are considered necessary by HUD or WOODLAND to assure proper accounting for all Grant funds. All SUBRECIPIENT records, with the exception of confidential information, shall be made available to representatives of WOODLAND and appropriate Federal agencies. SUBRECIPIENT is required to submit data necessary to complete the Annual Grantee Performance Report in accordance with HUD regulations in the format and at the time designated by WOODLAND.

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

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

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

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

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

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

C. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-subrecipients, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

Section 20. Non-Expendable Property. A record shall be maintained by SUBRECIPIENT for each item on non-expendable property acquired for this program with Grant Proceeds. This record shall be provided to WOODLAND as well as being available for inspection and audit upon the request of WOODLAND. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of Three Hundred Dollars ($300.00) or more per unit. SUBRECIPIENT shall not purchase or agree to purchase non-expendable property without the prior written approval of WOODLAND. Upon completion or early termination of this Agreement, WOODLAND reserves the right to determine the final disposition of such non-expendable property in compliance with applicable laws and regulations. Such disposition may include, but is not limited to, WOODLAND taking possession of such non-expendable property.

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

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

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

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

Section 25. Drug Free Workplace.

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

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

B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by sub-paragraph A.;

C. Notifying the employee in the statement required by sub-paragraph A. that, as a condition of employment under the grant, the employee will:

    i. Abide by the terms of the statement; and

    ii. Notify SUBRECIPIENT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

D. Notifying WOODLAND within ten (10) days after receiving notice of a conviction under sub-paragraph C. ii. from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. 703; and

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of sub-paragraphs A., B., C., D., and E.

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

A. SUBRECIPIENT has made false certification under Section 26.1;

B. SUBRECIPIENT violates such certification by failing to carry out the requirements of sub-paragraphs A., B., C., D., E., or F. of Section 26.1; or

C. Such a number of SUBRECIPIENT's employees have been convicted of violations of criminal drug statutes for violation occurring in the workplace as to indicate that SUBRECIPIENT has failed to make a good faith effort to provide a drug-free workplace as required by Section 26.1.

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2022 and terminating on January 31, 2023.

EXHIBIT E—OPERATING BUDGET

The following table illustrates SUBRECIPIENT's Operating Budget as approved by WOODLAND and the United States Department of Housing and Urban Development.

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	$84,984		$84,984
2 Supportive Services*	$38,400		$38,400
3. Operations**	$63,166		$63,166
4. HMIS ***	$0		$0
5. SHP Request (subtotal lines 1 thru 4)	$186,550		$186,550
6. Administration	$9,450		$9,450
7. Total CoC Request (total lines 5 and 6)	$196,000		$196,000

* By law, CoC can pay no more than 80% of the total supportive services budget.
** By law, CoC can pay no more than 75% of the total operating budget.
*** By law, CoC can pay no more than 5% of the total HMIS request.

	TO:	THE HONORABLE MAYOR AND CITY COUNCIL
	AGENDA:	City Council Regular Meeting
CITY OF WOODLAND CALIFORNIA	DATE:	February 7, 2023
	ITEM #:	H.12
	SUBJECT:	East Beamer Way Permanent Supportive Housing – Regulatory Agreement

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a 55-year regulatory agreement with Friends of the Mission for the Permanent Supportive Housing Project at 1901/1903 E. Beamer Street (APN: 027-360-043)

Staff Contact:
Dago Fierros, Housing Analyst II, (530) 661-2019, dago.fierros@cityofwoodland.org

Fiscal Impact:
There is no impact to the General Fund.

Background:
In October 2022, City Council authorized the City Manager to execute a temporary Ground Lease and an Operational Memorandum of Understanding to allow the Permanent Supportive Housing project to open its doors and start accepting tenants. The project reached full occupancy shortly thereafter. The project includes the construction and installation of 61 modular, 50 one-bedroom, 10-two bedroom, and 1 manager's unit for individuals that are homeless or at-risk of homelessness. The housing units also include a bathroom, living room, kitchenette and are equipped with basic furniture as well as heating and cooling capabilities. Tenants are required to enroll in case management services and other services deemed necessary. The project will also include the construction of a complementary community center that is scheduled to break ground in February 2023.

Discussion:
The State Homekey grant program guidelines require that a public entity must prepare and cause a 55-year regulatory agreement to be recorded against the project real property. In addition, all use restrictions shall require integration of the "target population" within all areas and buildings that comprise the project and all use restrictions shall include occupancy and rent restriction that maintain the projects accessibility to the "target population" over the full term of the regulatory agreement. The "target population" are individuals and families who are homeless or at risk of homelessness. Per grant guidelines, the rental costs of the units shall be set at a rate that is considered affordable to Extremely Low Income households (30% of Area Median Income for Yolo County) as determined by the California Department of Housing Community Development on an annual basis. The project also complies with regulations that govern the Project-Based Voucher Program through Yolo County Housing. Ultimately, the regulatory agreement must receive written approval from the California Department of Housing and Community Development (HCD) before it is recorded and implemented.

Key Provisions in the Agreement

1. City and Owner desire to enter into this Regulatory Agreement to ensure that the covenants and affordability restrictions remain in full force and effect on the Project for a term

commencing on the date of recordation of this Regulatory Agreement and continuing for fifty-five (55) years thereafter.

2. The Owner and the City hereby declare their specific intent that the covenants, reservations and restrictions set forth are part of a plan for the promotion and preservation of affordable housing within the territorial jurisdiction(s) of the City and that each shall be deemed covenants running with the land and shall pass to and be binding upon the Property and each successor-in-interest of the Owner in the Property for the Term.

3. The operation of a permanent supportive housing project which shall include not less than sixty-one (61) units, sixty (60) of which shall be rented to Qualified Households at Affordable Rents (Qualifying Unit), and all related on- and off-site improvements, as approved by the City. One unit within the Project may be used as a Manager Unit at any given time provided that no Qualifying Unit shall be used as a Manager Unit.

4. The Owner covenants to and for the benefit of the City that the Owner shall develop, own, manage and operate, or cause the management and operation of, the Project to provide rental permanent supportive housing in the Qualifying Units only to Qualifying Households at an Affordable Rent, and further to provide Supportive Services to the Qualifying Households as part of the Project.

5. The monthly rent charged to a Qualifying Household for the occupancy of a Qualifying Unit shall never exceed an Affordable Rent for an Extremely Low Income Household.

6. The Owner shall be responsible for management of the Project including, without limitation, the selection of Qualified Households, certification and recertification of household size, income, gender and the age of the head of household and relation of head of household to the household, of all Qualified Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security.

7. The specific supportive services to be provided by Owner to the Qualified Households shall be agreed to by and between City and Owner which may include: Social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits.

In the event of any conflict between the Ground Lease, Operational Memorandum of Understanding and the Regulatory Agreement, the Ground Lease and the Regulatory Agreement shall govern. It is important to note that the Regulatory Agreement is intended to ensure the long term affordability of the project for the target populations to be served by this supportive housing project. In addition to the Regulatory Agreement, the City did enter into, and plans to continue with, the Operational Memorandum of Understanding to govern ongoing operations at the Site. Staff has taken this approach to allow staff to more easily make adjustments to the operational requirements, without amending the Regulatory Agreement, which will be recorded against the Property. The Operational Memorandum of Understanding will continue to be used to provide oversight of the operations of the permanent supportive housing, including tenant selection.

<u>Conclusion</u>:
Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute a 55-year regulatory agreement with Friends of the Mission for the Permanent Supportive

Housing Project at 1901/1903 E. Beamer Street (APN: 027-360-043)

Prepared by: Dago Fierros, Housing Analyst II

Reviewed by: Christine Engel, Community Services Director

Ken Hiatt
City Manager

Attachments:

1. PSH Reso - Regulatory Agreement
2. East Beamer Way PSH Regulatory Agreement-c1

RESOLUTION NO. ______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A REGULATORY AGREEMENT 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 became even more urgent with the emergence of the COVID-19 pandemic; 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 1901/1903 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, the City Council on October 4, 2022 authorized the City Manager to execute a Ground Lease and Operational MOU with Friends of the Mission 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 55-year Regulatory Agreement on the project real property, 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 Regulatory Agreement for the Permanent Supportive Housing Project.

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

Section 1: The City Council hereby approves and authorizes the City Manager to execute on behalf of the City a Regulatory Agreement with Friends of the Mission for the Permanent Supportive Housing project that includes, but is not limited to, the following terms:

a) City and Owner desire to enter into this Regulatory Agreement to ensure that the covenants and affordability restrictions remain in full force and effect on the Project for a term commencing on the date of recordation of this Regulatory Agreement and continuing for fifty-five (55) years thereafter.

b) The Owner and the City hereby declare their specific intent that the covenants, reservations and restrictions set forth are part of a plan for the promotion and preservation of affordable housing within the territorial jurisdiction(s) of the City and that each shall be deemed covenants running with the land and shall pass to and be binding upon the Property and each successor-in-interest of the Owner in the Property for the Term.

c) The operation of a permanent supportive housing project which shall include not less than sixty-one (61) units, sixty (60) of which shall be rented to Qualified Households at Affordable Rents, and all related on- and off-site improvements, as approved by the City. One unit within the Project may be used as a Manager Unit at any given time provided that no Qualifying Unit shall be used as a Manager Unit.

d) The Owner covenants to and for the benefit of the City that the Owner shall develop, own, manage and operate, or cause the management and operation of, the Project to provide rental permanent supportive housing in the Qualifying Units only to Qualifying Households at an Affordable Rent, and further to provide Supportive Services to the Qualifying Households as part of the Project.

e) The monthly rent charged to a Qualifying Household for the occupancy of a Qualifying Unit shall never exceed an Affordable Rent for an Extremely Low Income Household.

f) The Owner shall be responsible for management of the Project including, without limitation, the selection of Qualified Households, certification and recertification of household size, income, gender and the age of the head of household and relation of head of household to the household, of all Qualified Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security.

g) The specific supportive services to be provided by Owner to the Qualified Households shall be agreed to by and between City and Owner which may include: Social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits.

Section 2: The City Manager is further authorized to make minor amendments to the Regulatory Agreement in consultation with the City Attorney, provided that such amendments do not alter the term, the purpose of the agreement 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 7th day of February, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Vicky Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: 8341-010-914 through -921

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEE PER
GOVERNMENT CODE §27383

REGULATORY AGREEMENT
(East Beamer Way Supportive Housing Project)

by and between

CITY OF WOODLAND,

and

FRIENDS OF THE MISSION,
a California nonprofit public benefit corporation

[Dated as of _____________, 20__ for reference purposes only]

REGULATORY AGREEMENT
(East Beamer Way Permanent Supportive Housing Project)

This REGULATORY AGREEMENT (East Beamer Way Permanent Supportive Housing Project) ("**Regulatory Agreement**") is made and entered into as of _______________, 2023, by and between the CITY OF WOODLAND, a California municipal corporation ("**City**") and FRIENDS OF THE MISSION, a California nonprofit public benefit corporation ("**Owner**").

RECITALS

A. There is a growing number of individuals and families in the City of Woodland who are homeless and lack access to affordable housing.

B. Owner is a non-profit corporation that provides affordable housing for people in need, particularly to individuals and families that are homeless in Woodland and Yolo County. Owner and City have been collaborating on the development of 61 units of permanent supportive rental housing (inclusive of a manager's unit, which may be not be restricted to a specific income level) (the **"Project")** on that certain real property located at the corner of East Beamer Street and County Road 102, as more particularly described in <u>Attachment No. 1</u>, attached hereto and incorporated herein by this reference (the **"Property"**), to provide affordable housing for extremely low income individuals and families that are currently homeless.

C. City and Owner jointly applied for and received a grant of Fifteen Million Seven Hundred Seventy Thousand Four Hundred Sixty-Seven Dollars ($15,770,467.00) in Homekey Program funding from the California State Department of Housing and Community Development ("**HCD**") to help fund the development of the Permanent Housing.

D. As a condition of receiving the Homekey Grant, the City and FOM were required to enter into that certain Homekey Program (HK) Standard Agreement 21-HK-17143 (the "**Standard Agreement**") with HCD governing the grant of funds for the Permanent Housing. The Standard Agreement designates the City as the "Eligible Applicant" and FOM as the "Co-Applicant" for the Homekey Grant.

E. City has been the owner of the Property, and is conveying the Property to Owner concurrently with the recordation of this Regulatory Agreement. As a condition of City's commitment to convey the Property to Owner for the operation of the Project and as a condition of the funding received through the Homekey Program, Owner has agreed to enter into this Regulatory Agreement ensure that the Project shall be used as permanent supportive housing rented at an affordable rent to extremely low income households.

F. City and Owner desire to enter into this Regulatory Agreement to ensure that the covenants and affordability restrictions set forth herein remain in full force and effect on the Project for a term commencing on the date of recordation of this Regulatory Agreement and continuing for fifty-five (55) years thereafter.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE

CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE OWNER AND THE CITY DO HEREBY COVENANT AND AGREE FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS AS FOLLOWS:

1. Definitions of Certain Terms. **AS USED IN THIS REGULATORY AGREEMENT, THE FOLLOWING WORDS AND TERMS SHALL HAVE THE MEANING AS PROVIDED IN THE RECITALS OR IN THIS SECTION 1, UNLESS THE SPECIFIC CONTEXT OF USAGE OF A PARTICULAR WORD OR TERM MAY OTHERWISE REQUIRE.**

1.1. Affordable Rent. In reference to each Qualifying Unit, "Affordable Rent" as defined in California Health and Safety Code Section 50053(b) for extremely low income households, and accompanying regulations of the California Department of Housing and Community Development, as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time, with allowance for utilities and maintenance costs, as such allowance may be established by the California Department of Housing and Community Development or Yolo County Housing City, from time to time.

1.2. Annual Report. A report prepared by Owner demonstrating continuing compliance with the requirements of this Regulatory Agreement and including documentation of such compliance in a form as approved by the City.

1.3. Automobile Liability Insurance. Insurance coverage against claims of personal injury (including bodily injury and death) and property damage covering all the Owner owned, leased, hired and non-owned vehicles, with minimum limits for bodily injury and property damage of One Million Dollars ($1,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by the City, which approval shall not be unreasonably withheld, delayed or conditioned.

1.4. City Parties. Collectively, the City and its Council, commissions, agents, attorneys, officers, employees, and authorized representatives.

1.5. Extremely Low Income Household. An individual or family whose income does not exceed the qualifying limits for extremely low income families, as established and amended from time to time by HUD, and defined in Section 5.603(b) of Title 24 of the Code of Federal Regulations, or as otherwise determined by the California Department of Housing and Community Development, pursuant to California Health and Safety Code Section 50106.

1.6. HCD. The California State Department of Housing and Community Development.

1.7. Homeless. As used in this Regulatory Agreement, "homeless" shall have the meaning as defined in Code of Federal Regulations, Title 24, Section 578.3.

1.8. Income Certification Form. A form used by Owner to certify Tenant's eligibility as a Qualified Household in a form as approved by City in its reasonable discretion.

1.9. Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars ($2,000,000) for any one occurrence and which may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required minimum liability limit for any one occurrence.

1.10. Management Agent. A person with significant experience in management of permanent supportive housing projects substantially similar to the Project and that is, at the time, managing other financially self-supporting, successful affordable rental housing projects substantially similar to the Project.

1.11. Manager Unit. The Unit within the Project reserved exclusively for use by the on-site manager employed by the Owner or the Management Agent, as applicable.

1.12. Permanent Supportive Housing. As used in this Regulatory Agreement, "permanent supportive housing" shall have the meaning as defined in Code of Federal Regulations, Title 24, Section 578.3.

1.13. Project. The operation of a permanent supportive housing project which shall include not less than sixty-one (61) units, sixty (60) of which shall be rented to Qualified Households at Affordable Rents, and all related on- and off-site improvements, as approved by the City**.**

1.14. Property Insurance. Insurance providing coverage for the Property and all improvements on or to the Property against loss, damage, or destruction by fire and other hazards encompassed under the broadest form of property insurance coverage then customarily used for like properties in the County of Los Angeles, excluding earthquake coverage, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements comprising the Project (excluding excavations and foundations) and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with "ordinance or law" coverage. To the extent customary for like properties in the County of Los Angeles at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located on the Property; an "increased cost of construction" endorsement; and an endorsement covering demolition and cost of debris removal, all subject to policy sublimits. Property Insurance shall also include rental or business interruption insurance in an amount, at least, equal to the average annual gross income from the Project for the preceding three (3) calendar years and providing for a 12-month extended period of indemnity.

1.15. Qualified Households. A household that (1) meets the definition of "homeless" as set forth herein prior to residing in the Qualifying Unit, (2) intends to reside in the Qualifying Unit; and (3) whose income does not exceed the maximum income allowable for an Extremely Low Income Household.

1.16. Qualifying Units. The sixty (60) Units within the Project restricted to occupancy by Qualified Households as set forth in Section 6.

1.17. Supportive Services. Social, health, educational, income support and employment services and benefits, coordination of community building and educational activities, individualized needs assessment, and individualized assistance with obtaining services and benefits. The specific supportive services to be provided by Owner to the Qualified Households shall be agreed to by and between City and Owner pursuant to a separate Memorandum of Understanding, and may be amended from time to time as agreed to by and between the City and Owner.

1.18. Term. The period of time following the date of recordation of this Regulatory Agreement, and ending on the fifty-fifth (55th) anniversary of recordation of this Regulatory Agreement.

1.19. Workers Compensation Insurance. Workers compensation insurance complying with the provisions of California law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit of One Million Dollars ($1,000,000) per accident for bodily injury or disease, covering all employees of the Owner

2. Reservation of Property for Affordable Housing. The Owner covenants and agrees to reserve and restrict the Property for operation of the Project as permanent supportive housing and, thereafter, reserve and restrict use and residential occupancy of the Qualifying Units by households who, at the time of initial occupancy of a Qualifying Unit and continuously thereafter (subject to the other provisions of this Regulatory Agreement), until the end of the Term, are members of a Qualifying Household. One unit within the Project may be used as a Manager Unit at any given time provided that no Qualifying Unit shall be used as a Manager Unit.

3. Affordable Permanent Supportive Housing Restrictive Covenant. The Owner covenants to and for the benefit of the City that the Owner shall develop, own, manage and operate, or cause the management and operation of, the Project to provide rental permanent supportive housing in the Qualifying Units only to Qualifying Households at an Affordable Rent, and further to provide Supportive Services to the Qualifying Households as part of the Project. The Owner will not knowingly permit any Qualifying Unit to be used on a transient basis and will not lease or rent any Qualifying Unit for an initial period of less than twelve (12) months. No Qualifying Unit will, at any time, be leased or rented for use as a hotel, motel, time share, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitary or rest home.

4. Continuous Operation Covenant. The Owner covenants to and for the benefit of the City to cause the Project to be continuously operated, in accordance with the other provisions of this Regulatory Agreement, throughout the Term.

5. Abandonment. The Owner shall not abandon or surrender the operation of all or any part of the Project during the Term, except due to material casualty or condemnation.

5.1. Rental of Qualifying Units. The Owner covenants that each Qualifying Unit shall be occupied or available for occupancy by a Qualifying Household at an Affordable Rent for an

Extremely Low Income Household on a continuous basis throughout the Term.

6. Affordable Rent. The monthly rent charged to a Qualifying Household for the occupancy of a Qualifying Unit shall never exceed an Affordable Rent for an Extremely Low Income Household.

6.1. Rent for Qualifying Units may be increased only once per calendar year, based on changes in Area Median Income; provided that the rent for each Qualifying Unit must never exceed an Affordable Rent for the Qualifying Unit.

6.2. Determination of Qualifying Household income shall be made by the Owner at the time of initial application by a household for occupancy of a Qualifying Unit. At the time of initial application, the Owner shall require an applicant to complete the Income Certification Form and certify the accuracy of the information provided on such form. On or before March 31 of each calendar year during the Term, the Owner shall require each Qualifying Household occupying a Qualifying Unit to recertify the Qualifying Household's income on the Income Certification Form. The Owner shall make a good faith effort to verify the accuracy of income information provided in any Income Certification Form by an applicant for occupancy of a Qualifying Unit or by a Qualifying Household occupying a Qualifying Unit, by taking one or more of the following steps, as reasonably required or indicated: (1) obtain an income tax return and copy of each W2 Wage and Earnings Statement for the most recently concluded income tax year; (2) obtain an income verification form from the applicant's or the Qualifying Household's current employer(s); (3) obtain an income verification form from the United States Social Security Administration and/or the California Department of Social Services, if the applicant or the Qualifying Household receives assistance from either of such agencies; or (4) if the applicant or an adult member of a Qualifying Household is unemployed and has no such income tax return, obtain another form of independent verification. For purposes of this Section 6.2, the Owner may conclusively rely upon the evidence of the age of the occupant(s) of a Qualifying Unit as presented in a valid California Driver's License, other form of identification issued by the State of California or the United States Government, which includes a date of birth. All such verification information shall only be obtained by the Owner after obtaining the applicant's or the Qualifying Household's written consent for the release of such information to the Owner. Failure to consent in writing to the release of such income verification information to the Owner may disqualify an applicant for occupancy of a Qualifying Unit or be grounds for termination of Qualifying Household's occupancy of a Qualifying Unit.

6.3. If, upon any recertification, the income of a previously Qualifying Household exceeds one hundred forty percent (140%) of the qualifying income for a Very Low Income Household, then the Owner or Management Agent shall notify such household that its lease for its Qualifying Unit will not be renewed upon the expiration of its lease, unless the household again becomes a Qualifying Household upon recertification prior to the expiration of its lease.

6.4. The Owner shall maintain on file all Income Certification Forms completed by applicants for occupancy of Qualifying Units and by Qualifying Households that occupied or are occupying Qualifying Units in accordance with Section 6 and shall provide copies of the rent roll and Income Certification Forms to the City for its review and approval within fifteen (15) days following Notice to the Owner.

6.5. The Owner and each Qualifying Household occupying a Qualifying Unit shall permit the City to conduct inspections of the Property, the Project and each Qualifying Unit, from time-to-time, for purposes of verifying compliance with this Regulatory Agreement, upon fifteen (15) days prior written notice to the Owner.

6.6. The Owner shall submit its first Annual Report to the City on the November 30th immediately following the recordation of this Regulatory Agreement. Thereafter, on each November 30th during the Term, the Owner shall submit an Annual Report to the City. The Annual Report shall contain project data recorded from November 1st to October 31st. The City shall maintain the confidentiality of the information contained in any Annual Report specifically relating to any particular Qualifying Household occupying a Qualifying Unit, to the extent reasonably allowed by law, as determined by the City's general or special counsel.

7. The Owner Covenant Regarding Lease of Qualifying Units. The Owner, for itself, its successors and assigns, covenants and agrees that, if any Qualifying Unit is rented or leased during the Term, the rental or lease of the Qualifying Unit shall be accomplished through a written lease agreement and all of the following restrictions shall apply:

7.1. A Qualifying Household shall be the record tenant and only occupant of the Qualifying Unit.

7.2. The lease for each Qualifying Unit shall be for an initial term of not less than twelve (12) months.

7.3. Each lease for a Qualifying Unit shall contain all of the following provisions:

7.3.1. An agreement authorizing the Owner to immediately terminate the tenancy of a Qualifying Household occupying a Qualifying Unit, where one or more members of that Qualifying Household misrepresented any fact material to the qualification of such household as a Qualifying Household;

7.3.2. An agreement providing that each Qualifying Household occupying a Qualifying Unit shall be subject to annual certification or recertification of income as a condition to continued occupancy of the Qualifying Unit;

7.3.3. An agreement providing that each Qualifying Household occupying a Qualifying Unit may be subject to rental increases in accordance with this Regulatory Agreement; and

7.3.4. An agreement providing that the Owner affirms that no person shall, on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state housing laws, individuals perceived to be a member of any of the preceding classes, be excluded from tenancy in the Project or participation in the supportive services, and all contracts, applications and leases entered into for such purposes shall contain similar non-discrimination clauses to such effect.

8. Non-Discrimination. All units in the Project shall be available at an Affordable Rent for occupancy on a continuous basis to Qualified Households. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, any other characteristics protected from discrimination under federal or state housing laws, or the perception that a person or group of persons are a member of any of the preceding classes, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit. Neither the Owner nor any person claiming under or through the Owner, shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the operation and management of any Unit, the Project or the Property. All deeds, leases or contracts made or entered into by the Owner as to the units, the Project or the Property or any portion thereof, shall contain covenants prohibiting discrimination, as prescribed by this Regulatory Agreement.

9. Development and Management of the Project.

9.1. Management of Project. The Owner shall be responsible for management of the Project including, without limitation, the selection of Qualified Households, certification and recertification of household size, income, gender and the age of the head of household and relation of head of household to the household, of all Qualified Households, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility for the management or operation of the Project or the Property. The Project shall at all times be managed by a Management Agent reasonably acceptable to the City, with demonstrated ability to operate permanent supportive housing similar to the Project in a manner that will provide decent, safe, and sanitary housing. For the purposes hereof, if the Owner directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner or an affiliate of a partner in the Owner, such Management Agent shall be deemed approved by the City. If the Management Agent is an entity or person other than the Owner, its employees, a partner in the Owner or an entity owned or controlled by a partner of the Owner or which owns and/or controls the Owner, the Owner shall submit for the City's approval the identity of any proposed Management Agent, together with additional information relevant to the background, experience and financial condition of any proposed Management Agent, as reasonably requested by the City. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Owner in writing within thirty (30) days following the Owner's written request for such approval. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

9.1.1. If the Owner directly performs the functions of the Management Agent by its employees or by means of a service contract with an entity which is a partner or an affiliate of a partner in the Owner and the City determines the Owner has not met its management responsibilities, the City shall have the right to enter the Project, to review relevant documentation to determine if the Owner is acting in a reasonable manner and to require the Owner to hire a third party management company acceptable to the City.

9.1.2. Any contract for the operation or management of the Project entered into by Owner with a Management Agent shall provide that the contract is subject to the provisions of this Regulatory Agreement. If the Project is not being operated and managed in accordance with the requirements and standards of this Regulatory Agreement, following expiration of any applicable cure period), Owner shall remove the Management Agent and replace the Management Agent with a different Management Agent reasonably approved by City, pursuant to Section 9.1. Subject to the terms of this Section 9.1.2, Owner's failure to remove and replace the Management Agent in any such circumstance shall constitute a Default by Owner under this Regulatory Agreement..

9.2. <u>Insurance</u>.

9.2.1. <u>Required Insurance</u>. The Owner shall maintain, to protect the City Parties against all insurable claims resulting from the actions of the Owner in connection with this Regulatory Agreement, the Property and the Project, at the sole cost and expense of the Owner during the Term hereof the following insurance (or its then reasonably available equivalent): (a) Liability Insurance; (b) Automobile Liability Insurance to the extent required by this Regulatory Agreement; (c) Property Insurance; and (d) Workers Compensation Insurance. The Owner shall require all subcontractors to maintain the same insurance required of the Owner set forth in this Section 11.2 prior to performing any work on the Property or the Project.

9.2.2. <u>Policy Requirements and Endorsements</u>. All insurance policies required by this Regulatory Agreement shall contain (by endorsement or otherwise) the following provisions:

Insured. The Owner's Liability Insurance and Automobile Liability Insurance policies shall name the City Parties as "additional insured." The Owner's Property Insurance policy shall name the City as a "loss payee." The coverage afforded to the City Parties shall be at least as broad as that afforded to the Owner regarding the Property and the Project and may not contain any terms, conditions, exclusions, or limitations applicable to the City Parties that do not apply to the Owner.

Primary Coverage. Any insurance or self-insurance maintained by the City Parties shall be in excess of all insurance required under this Regulatory Agreement and shall not contribute to any insurance required under this Regulatory Agreement.

Contractual Liability. The Owner's Liability Insurance policy shall contain contractual liability coverage for the Owner's indemnity obligations under this Regulatory Agreement. The Owner's obtaining or failure to obtain such contractual liability coverage shall not relieve the Owner from nor satisfy any indemnity obligation of the Owner under this Regulatory Agreement.

Deliveries to the City. The Owner shall deliver to the City evidence of all insurance policies required by this Regulatory Agreement. No later than three (3) days before any insurance required by this Regulatory Agreement expires, is cancelled or its liability limits are reduced or exhausted, the Owner shall deliver to the City evidence of the Owner's maintenance of all insurance this Regulatory Agreement requires. Owner shall forward any notice of cancellation to the City within two (2) business days from date of receipt by the Owner.

Waiver of Certain Claims. The Owner shall cause each insurance carrier providing insurance coverage under this Regulatory Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to the City Parties, if not already in the policy. To the extent that the Owner obtains insurance with a Waiver of Subrogation, the parties release each other, and their respective authorized representatives, from any claims for damage to any person or property to the extent such claims are paid by such insurance policies obtained pursuant to and in satisfaction of the provisions of this Regulatory Agreement.

No Claims Made Coverage. None of the insurance coverage required under this Regulatory Agreement may be written on a claims-made basis.

9.2.3. Fully Paid and Non-Assessable. All insurance obtained and maintained by the Owner pursuant to this Section 12.2 shall be fully paid for and non-assessable. However, such insurance policies may be subject to insurer audits.

9.2.4. City Option to Obtain Coverage. During the continuance of an Event of Default arising from the failure of the Owner to carry any insurance required by this Regulatory Agreement, the City may, at its option, purchase any such required insurance coverage and the City shall be entitled to immediate payment from the Owner of any premiums and associated reasonable costs paid by the City for such insurance coverage. Any amount becoming due and payable to the City under this Section 9.2.4 that is not paid within fifteen (15) calendar days after written demand from the City for payment of such amount, within an explanation of the amounts demanded, will bear interest from the date of the demand at the rate of eight percent (8%) per annum or the maximum interest rate allowed by applicable law, whichever is less. Any election by the City to purchase or not to purchase insurance otherwise required by the terms of this Regulatory Agreement to be carried by the Owner shall not relieve the Owner of its obligation to obtain and maintain any insurance coverage required by this Regulatory Agreement.

9.2.5. Separation of Insured. The Owner's Liability Insurance and Automobile Liability Insurance policies shall provide for separation of insured for the Owner and the City Parties. Insurance policies obtained in satisfaction of or in accordance with the requirements of this Regulatory Agreement may provide a cross-suits exclusion for suits between named insureds, but shall not exclude suits between named insureds and additional insureds.

9.2.6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under insurance policies required by this Regulatory Agreement shall be declared to and reasonably approved by the City. The Owner shall pay all such deductibles or self-insured retentions regarding the City Parties or, alternatively, the insurer under each insurance policy required by this Section 9.2 shall eliminate such deductibles or self-insured retentions with respect to the City Parties.

9.2.7. No Separate Insurance. The Owner shall not carry separate or additional insurance concurrent in form or contributing in the event of loss with that required under this Regulatory Agreement, unless the City is made an additional insured thereon, as required by this Regulatory Agreement.

9.2.8. Insurance Independent of Indemnification. The insurance requirements of this Regulatory Agreement are independent of the Owner indemnification and other obligations under this Regulatory Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify the Owner's indemnification or other obligations or to limit the Owner's liability under this Regulatory Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall the provision of such insurance preclude the City from taking such other actions as are available to it under any other provision of this Regulatory Agreement or otherwise at law or in equity.

9.2.9. Nature of Insurance. The policies of insurance required by this Regulatory Agreement shall be issued by carriers that: (a) are listed in then current "Best's Key Rating Guide—Property/Casualty—United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "XI" (exception may be made for the California Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in California. The Owner may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project, which amount(s) shall equal or exceed the amount(s) required by this Regulatory Agreement; and (ii) such policy otherwise complies with this Regulatory Agreement.

10. Maintenance of the Project. The Owner, for itself, its successors and assigns, hereby covenants and agrees that the exterior areas of the Project which are subject to public view (e.g.: all improvements, paving, walkways, landscaping, and ornamentation) shall be maintained in good repair and in a neat, clean and orderly condition, ordinary wear and tear excepted. In the event that at any time during the Term, there is an occurrence of an adverse condition on any area of the Project which is subject to public view in contravention of the general maintenance standard described above ("**Maintenance Deficiency**"), then the City shall notify the Owner in writing of the Maintenance Deficiency and give the Owner thirty (30) calendar days from

the date of such notice to cure the Maintenance Deficiency as identified in the notice, or such additional time as reasonably necessary to cure the Maintenance Deficiency, if such Maintenance Deficiency cannot reasonably be cured within such thirty (30) day period. "Maintenance Deficiency" includes, without limitation, the following inadequate or non-conforming property maintenance conditions and/or breaches of residential property use restrictions: (i) failure to properly maintain the windows, structural elements, and painted exterior surface areas of the units in a clean and presentable manner; (ii) failure to keep the common areas of the Project free of accumulated debris, appliances, inoperable motor vehicles or motor vehicle parts, or free of storage of lumber, building materials or equipment not regularly in use on the Property; (iii) failure to regularly maintain, replace and renew the landscaping in a reasonable condition free of weed and debris; and (iv) the use of garage areas on the Project for purposes other than the parking of motor vehicles and the storage of personal possessions and mechanical equipment of persons residing in the Project.

10.1. In the event the Owner fails to cure or commence to cure the Maintenance Deficiency within the time allowed, the City may thereafter conduct a public hearing following transmittal of written notice thereof to the Owner ten (10) calendar days prior to the scheduled date of such public hearing in order to verify whether a Maintenance Deficiency exists and whether the Owner has failed to comply with the provision of this Section 10. If, upon the conclusion of a public hearing, the City makes a finding that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard, as described above, then the City shall have the right to enter the Project (exterior areas of the Project which are subject to public view only) and perform all acts necessary to cure the Maintenance Deficiency, or to take other action at law or equity that the City may then have to accomplish the abatement of the Maintenance Deficiency. Any sum expended by the City for the abatement of a Maintenance Deficiency as authorized by this Section 10.1 shall be due and payable by Developer.

10.2. Graffiti which is visible from any public right-of-way which is adjacent or contiguous to the Project shall be removed by the Owner from any exterior surface of a structure or improvement on the Project by either painting over the evidence of such vandalism with a paint which has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water as appropriate. In the event that graffiti is placed on the Project (exterior areas only) and such graffiti is visible from an adjacent or contiguous public right-of-way and thereafter such graffiti is not removed within seventy-two (72) hours following the time of its application, or the Owner's actual knowledge of its existence, whichever occurs later; then in such event and without notice to the Owner, the City shall have the right to enter the Project and remove the graffiti. Notwithstanding any provision of the Regulatory Agreement to the contrary, any sum expended by the City for the removal of graffiti from the Project as authorized by this Section 10.2 shall be due and payable by Developer.

11. <u>Covenants to Run With the Land</u>. The Owner and the City hereby declare their specific intent that the covenants, reservations and restrictions set forth herein are part of a plan for the promotion and preservation of affordable housing within the territorial jurisdiction(s) of the City and that each shall be deemed covenants running with the land and shall pass to and be binding upon the Property and each successor-in-interest of the Owner in the Property for the Term. The Owner hereby expressly assumes the duty and obligation to perform each of the covenants and to honor each of the reservations and restrictions set forth in this Regulatory

Agreement. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

12. Burden and Benefit. The City and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Owner's legal interest in the Property is affected by the affordable dwelling use and occupancy covenants hereunder. The City and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the affordable housing goals and objectives of the City and in order to make the Property available for acquisition by the Owner.

13. Defaults.

13.1. Events of Default. The occurrence of any of the following is a default and shall constitute a material breach of this Regulatory Agreement and, if not corrected, cured or remedied in the time period set forth in Section 13.2, shall constitute an "**Event of Default**" hereunder:

13.1.1. failure of the Owner or any person under its direction or control to comply with or perform when due any material term, obligation, covenant or condition contained in this Regulatory Agreement;

13.1.2. any warranty, representation or statement made or furnished to the City by the Owner under this Regulatory Agreement that is false or misleading in any material respect (meaning that it impacts the consideration that the City receives under this Agreement, including but not limited to the affordability of the Qualifying Units) either now or at the time made or furnished;

13.1.3. the dissolution or termination of the existence of the Owner as an ongoing business, insolvency, appointment of a receiver for any part of the Property of the Owner, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Owner; or

13.2. Notice of Default. The City shall give written notice of default to the Owner, in accordance with Section 20, stating that such notice is a "**Notice of Default**", specifying the default complained of by the City and requiring the default to be remedied within thirty (30) calendar days of the date of the Notice of Default. Except as required to protect against further material damage, the City may not institute legal proceedings against the Owner until thirty (30) calendar days after providing the Notice of Default. Failure or delay in giving a Notice of Default shall not constitute a waiver of any default, nor shall it change the time of occurrence of the default. If the default specified in the Notice of Default is such that it is not reasonably capable of being cured within thirty (30) calendar days, and if the Owner initiates corrective action within said thirty (30) calendar day period and diligently works to effect a cure as soon as possible, then the Owner may have such additional time as reasonably necessary to complete the cure of the default prior to exercise of any other remedy for the occurrence of an Event of Default.

13.3. Inaction Not a Waiver of Default. Any failure or delays by the City in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by the City in asserting any of its rights and remedies shall not deprive the City of its right to institute and maintain any actions or proceedings which it may reasonably deem necessary to protect, assert or enforce any such rights or remedies.

14. Remedies. Upon the occurrence of an Event of Default, the City shall, in addition to the remedial provisions of Section 10 as related to a Maintenance Deficiency at the Property, be entitled to seek any appropriate remedy or damages by initiating legal proceedings as follows: (i) by mandamus or other suit, action or proceeding at law or in equity, to require the Owner to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City; or (ii) by other action at law or in equity as necessary or convenient to enforce the obligations, covenants and Agreements of the Owner to the City.

14.1. Rights and Remedies are Cumulative. The rights and remedies of the City as set forth in this Section 14 are cumulative and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the Owner.

14.2. Enforcement by Third Parties. No third party shall have any right or power to enforce any provision of this Regulatory Agreement on behalf of the City or to compel the City to enforce any provision of this Regulatory Agreement against the Owner or the Project.

15. Governing Law. This Regulatory Agreement shall be governed by the laws of the State of California and applicable federal laws, without regard to its conflicts of laws principles.

16. Amendment. This Regulatory Agreement may be amended after its recordation only by a written instrument executed by the Owner and the City.

17. Attorney's Fees. In the event that a party to this Regulatory Agreement brings an action to enforce any condition or covenant, representation or warranty in this Regulatory Agreement or otherwise arising out of this Regulatory Agreement, the prevailing party(ies) in such action shall be entitled to recover from the other party reasonable attorneys' fees to be fixed by the court in which a judgment is entered, as well as the costs of such suit.

18. Severability. If any provision of this Regulatory Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining parts of this Regulatory Agreement which are hereby declared by the parties to be severable from any other part which is found by a court to be invalid or unenforceable.

19. Time is of the Essence. For each provision of this Regulatory Agreement which states a specific amount of time within which the requirements thereof are to be satisfied, time shall be

deemed to be of the essence.

20. Notices, Demands and Communications Between the Parties. Any and all notices submitted by any party to another party pursuant to or as required by this Regulatory Agreement shall be dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service that provides a receipt with the time and date of delivery, or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the party, as set forth in this Section. Such notice may be sent in the same manner to such other addresses as any party may from time to time designate by notice. Any notice shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that it is dispatched by messenger for immediate personal delivery, on the date of delivery by a nationally recognized overnight courier service, or two (2) calendar days after it is placed in the United States mail, as provided in this Section. Rejection, other refusal to accept or the inability to deliver any notice because of a changed address of which no notice was given or other action by a person or entity to whom notice is sent, shall be deemed receipt of the notice.

The following are the authorized addresses for the submission of notices to the parties, as of the date of this Regulatory Agreement:

To the Owner:	Friends of the Mission P.O. Box 8485 Woodland, California 95776
To the City:	City of Woodland 300 First Street Woodland, California 95695 Attn: City Manager

21. Recording. The parties hereto shall cause this Regulatory Agreement to be recorded in the official records of the County of Los Angeles.

22. No Third Party Beneficiary. No claim as a third-party beneficiary under this Regulatory Agreement by any person, corporation or any other entity, shall be made or be valid against the City or the Owner.

23. Prohibition Against Transfer.

23.1. The Owner shall not, without prior written approval of the City, which may not be unreasonably withheld, delayed or conditioned: (i) assign or attempt to assign this Regulatory Agreement or any right herein; or (ii) make any total or partial sale, transfer, conveyance, lease, leaseback, or assignment of the whole or any part of the Property or the improvements thereon, with the exception of leases of the residential units as permitted by this Regulatory Agreement, or permit to be placed on any of the Property any unauthorized mortgage, trust deed, deed of trust, encumbrance or lien.

23.2. In the absence of specific written agreement or approval by the City, no unauthorized sale, transfer, conveyance, lease, leaseback or assignment of the Property shall be deemed to relieve the Owner or any other party from any obligations under this Regulatory Agreement.

24. City Approvals and Actions. The City Manager shall have the authority to make approvals, issue interpretations, waive provisions, grant extensions of time, approve amendments to this Regulatory Agreement and execute documents on behalf of the City (to the extent not provided otherwise in this Regulatory Agreement), so long as such actions do not reduce the length of affordability of the Qualifying Units or add to the costs incurred or to be incurred by the City as specified herein. The City Manager reserves the right, in his or her sole and absolute discretion, to submit any requested modification, interpretation, amendment or waiver to the City Council if the City Manager determines or believes that such action could increase the risk, liability or costs to the City, or reduce the length of affordability of the Project.

IN WITNESS WHEREOF, the Owner and the City have caused this Regulatory Agreement to be signed, acknowledged and attested on their behalf by duly authorized representatives in counterpart original copies which shall upon execution by all of the parties be deemed to be one original document.

[Signatures on following pages]

CITY SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(East Beamer Way Permanent Supportive Housing Project)

CITY:

CITY OF WOODLAND
a California municipal corporation

By:____________________________ Date: ____________________
Ken Hiatt
City Manager

APPROVED AS TO FORM:

____
Ethan Walsh, City Attorney

ATTEST:

____
Ana Gonzalez, City Clerk

OWNER SIGNATURE PAGE
TO
REGULATORY AGREEMENT
(East Beamer Way Permanent Supportive Housing Project)

OWNER:

FRIENDS OF THE MISSION
a California nonprofit public benefit corporation

By:____________________________ Date: ____________________
Edward Shelley
Board President

ATTACHMENT NO. 1
TO
REGULATORY AGREEMENT
(East Beamer Way Permanent Supportive Housing Project)

Property Legal Description

[to be inserted]

TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: February 7, 2023
ITEM #: H.13
SUBJECT: Annual Maintenance for Geographic Information Systems (GIS) Report

Recommendation for Action: Staff recommends that the City Council receive the Annual Maintenance for Geographic Information Systems (GIS) Report; and adopt Resolution No. _____, authorizing the City Manager to execute a license agreement with ESRI, (Environmental Systems Research Institute).

Staff Contact:
Daniel Hewitt, GIS Coordinator, (530) 661-7975, daniel.hewitt@cityofwoodland.org

Fiscal Impact:
The license agreement with ESRI will not exceed $275,000, payable over a five-year period.The City's current contract expires February 24, 2023 and funding for the current contract has been included in the FY2022/23 budget from the Technology Services Fund, and baseline funding will be included over each of the next four years of the agreement term.

Background:
A geographic information system (GIS) is a framework for gathering, managing, and analyzing data. Rooted in the science of geography, GIS integrates many types of data. It analyzes spatial location and organizes layers of information into visualizations using maps. With this unique capability, GIS reveals deeper insights into data, revealing new patterns and relationships, and aid in decision making.

The City has been using GIS for over 20 years. Public Works started using a GIS-centric application for their computerized maintenance management system. Maintenance and repairs could then be tracked against assets that are maintained within the GIS database.
Before GIS, the Department relied on file cabinets and paper maps with no capability to analyze the data or efficiently and accurately track maintenance. Even simple tasks took a monumental effort to complete, such as finding the total number of any asset type or length of pipes. City infrastructure has expanded substantially with the addition of growth in the southeast area and Spring Lake. Most assets are now added to our GIS using high accuracy GPS equipment. Details about each asset are tracked, such as Material, Size and Year Installed.

The following is a small subset of the data to show how many assets are being tracked:

Sewer Gravity Mains: 3,961 segments adding up to 204 miles; with the oldest being from the year 1905!

Storm Gravity Mains: 6,142 segments adding up to 143 miles
Storm Drain Inlets: 4,897

Water Pressurized Mains: 19,135 segments adding up to 277 miles
Water Control Valves: 9,146

Water Hydrants: 2,722
Water Meters: 17,993
Water Backflows: 1,508

City Trees: 18,167

More recently, GIS became the owner of record for Parcels and Addressing within the City of Woodland. This data is shared with multiple agencies.
Parcel Maintenance was moved from AutoCAD to GIS. Parcel lot line adjustments, parcel splits, parcel merges, new parcel development, and parcel ownership are all created and tracked in GIS. Addressing workflow was absorbed by GIS staff. New addresses and address changes are created and tracked by GIS.

Data from other information systems within the City are now integrated with GIS; such as Utility Billing, Permits, Business Licensing, Code Enforcement, Fire Records Management and Run Maps, Police Records Management, Community Services Class and Facility Registration, just to name a few. GIS technology is evolving at a very fast pace. Almost all data can now be viewed on a simple web browser. This makes future enhancements and training much easier to implement.

With Council approval of this Resolution, we will be all to maintain the growth and momentum of the GIS program and expand upon the current capabilities that have been implemented since 2020. Since moving to the new licensing model, we have gone from 12 software licenses to having over 150 staff member accounts.

One of the key initiatives that has been implemented since the previous agreement was adopted is the myWoodland Citizen Problem Reporter app, which allows the City's residents to report issues on their mobile device or any computer browser. These reports are then routed internally to the key staff members to help deal with issues such as potholes, blight complaints, downed limbs or trees, and dozens of other types of reports. The GIS system also played a key role in analyzing the 2020 US Census data to help create the current City Council boundaries to ensure balanced and equitable population representation.

The Police Department has been using Survey123, a data collection component of our GIS, to record required information during any stop of an individual. Those requirements were set out by the state in AB953, also known as RIPA (Racial and Identity Profiling Act) and are sent monthly to the DOJ. In 2022, the first year of the program, 8,851 surveys were recorded by our officers and successfully submitted to California DOJ.

The Fire Department has been using GIS for many years to create their Run Maps, but now additional initiatives have been rolled out, including the annual weed abatement process for vacant lots. GIS has also been used to provide different types of engine travel times to ensure the City has proper coverage for growth areas.

A new component of GIS that has seen widespread adoption are the dashboards. These are used by nearly every department to help display key metrics, not only from GIS but many of the City's data systems. In addition to the dozen or so being used in Public Works, they are also used by the Police Department to track crime trends and traffic issues. The Inspectors in Community Development use a dashboard that is refreshed each morning to track their daily workload progress and displays an optimized route from location to location.

One of the largest GIS initiatives currently underway is the migration of the City cemetery data into the GIS system. Support for the legacy database software ended in December 2022 and GIS was deemed as having the necessary components to replace that software. Over 22,000 cemetery plots were mapped and over 18,500 burial records were imported and linked to those plots. Data cleanup and process refinement is still ongoing, but Community Services staff have begun using GIS as the new system of record for the Cemetery. In the coming weeks, the public will also have access to this map and information that can be viewed and queried right from the City's website.

While many other benefits have been realized since the last contract renewal, one of the most visible to the public is the Santa Tracker map. Each December, over three different nights, residents can track Santa's progress along the route to ensure that he hasn't been missed. This past Christmas, each night averaged 2,658 item views.

Conclusion:
Staff recommends that the City Council receive the Annual Maintenance for Geographic Information Systems (GIS) Report; and adopt Resolution No. _____, authorizing the City Manager to execute a license agreement with ESRI, (Environmental Systems Research Institute).

Prepared By: Daniel Hewitt, GIS Coordinator; J Kimura, Data Services Manager

Reviewed By: Scott Sawin, Chief Information Officer

Ken Hiatt
City Manager

Attachments:
1. ESRI_Resolution_2023-2028

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN AGREEMENT WITH ESRI FOR SOFTWARE LICENSING

WHEREAS, the City of Woodland wishes to enter into a five year agreement with ESRI for Software Licensing ("Agreement"); and

WHEREAS, this software has been procured under the terms of ESRI's GSA Federal Supply Schedule; and

WHEREAS, this agreement will be valid until February 24, 2028; 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 ___________ 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Victoria Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

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	TO:	THE HONORABLE MAYOR AND CITY COUNCIL
	AGENDA:	City Council Regular Meeting
	DATE:	February 7, 2023
	ITEM #:	I.14
	SUBJECT:	Welcome Baby Program

Recommendation for Action: Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to negotiate and enter into an Agreement with First 5 Yolo to provide a Welcome Baby program and to amend the Fiscal Year 2022/23 budget to appropriate $150,000 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 $150,000 in City funding for the implementation of a Welcome Baby program. 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. This funding request was not included within the City Council's original ARP spending plan as details of the program and status of funding commitments from the other partner agencies had not yet been finalized. Since then, First 5 Yolo has successfully secured the following funding commitments; Yolo County ($2.3 million), the City of Davis ($300,000), and the City of West Sacramento ($150,000). The City's $150,000 will complete the projected funding needed to complete the three-year program. UC Davis is providing in-kind evaluation services.

Given First 5 Yolo's success in securing the other necessary funding and health care partnerships as well as their demonstration of value for the program, staff is recommending approval of the funding request as part of the City's ARP spending plan. Capacity within the spending plan to cover the City support for this program will come from off-setting ARP funding included for the Crisis Now program with opioid settlement funding. The funds for this project will be allocated from the General Fund reserve balance, and an appropriation of this money is recommended.

Background:
Families are still experiencing the effects of the Covid 19 pandemic with lapses in healthcare, declines in mental health, financial strain, parental stress, parental and child resilience, and social isolation. Adverse effects are more pronounced in vulnerable populations, exposing the need for greater community support. First 5 Yolo proposes a broad-based approach to help low-income families adjust with the birth of a baby with the implementation of a three-year program called "Welcome Baby"

Discussion:
Welcome Baby provides home visits at critical points for every baby born with public insurance in Yolo County. This program began serving its first clients in March 2022 with Sutter Davis and CommuniCare Health, followed by Elica Health Care and Winters Health. Most recently, Dignity Woodland Hospital became a partner in this program as well. As of mid- December, the Welcome Baby Enrollment by City is as follows: Davis, 57; West Sacramento, 128; Woodland, 103; rural Yolo County, 31 (it should be noted that the Woodland numbers are anticipated to increase since Dignity Woodland just recently joined the program). The City's additional funding, along with funding from the

other cities and Yolo County creates an opportunity for First 5 Yolo to offer this program for three years, through October 31, 2024. It is anticipated that a three-year program will provide the necessary additional support for programs/individuals to recover from the impacts of Covid-19. At full implementation, it is assumed that about 600 babies/families per year would be provided assistance.

Hospitals will inform eligible patients about the Welcome Baby program at the time of labor and delivery. The program consists of up to three Welcome Baby home visits, one by a registered nurse/medical personnel within the first weeks of returning home from the hospital, and up to two visits by community healthcare workers who are The CHILD Project: Road to Resilience (R2R) Healthy Families America trained Family Resource Specialists during postpartum weeks. Families in greatest need are offered enrollment in more intensive home visiting services through R2R, while families with lower needs are referred to other home visiting and community resources.

Staff is requesting authorization to enter into an agreement with First 5 Yolo that includes the following terms:

1. The city will provide funding in two installments (installment 1 in the amount of $75,000 and installment 2 in the amount of $75,000) for an amount not to exceed $150,000. Installment 1 would be payable within 30 days of contract execution. Payment 2 will be provided after a one-year progress report has been submitted and it is determined that contract provisions are being adhered to.
2. Funds will be used to assist in supporting program infrastructure, including Welcome Baby Nurses and Community Healthcare Workers during the remainder of the 3-year program.
3. Progress on program implementation, including the number of individuals served county wide and also those specifically in Woodland will be identified. Types of services provided will be identified in the report along with other metrics used to evaluate program success. UC Davis is providing in-kind evaluation services.
4. The contract will identify a repayment plan if all funds have been distributed and the program ceases prior to the three-year program period ending October 31, 2024.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing the City Manager to negotiate and enter into an Agreement with First 5 Yolo to provide a Welcome Baby program and to amend the Fiscal Year 2022/23 budget to appropriate $150,000 to the General Fund (Fund 101).

Ken Hiatt
City Manager

Attachments:

1. Welcome Baby Resolution
2. Welcome-Baby-Early-Results
3. Welcome Baby Proposal Narrative- City Updated

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FIRST 5 YOLO TO PROVIDE A WELCOME BABY PROGRAM AND TO AMEND THE FISCAL YEAR 2022/2023 BUDGET TO APPROPRIATE $150,000 TO THE GENERAL FUND (FUND 101)

WHEREAS, the COVID-19 pandemic resulted in adverse socioeconomic and mental health effects, especially effects in vulnerable populations, exposing the need for greater community support for low income individuals having babies; and

WHEREAS, families are still experiencing the effects with lapses in healthcare, declines in mental health, financial strain, parental stress, parental and child resilience, and social isolation; and

WHEREAS, First 5 Yolo proposes a broad-based approach to help low income families adjust with the birth of a baby with the implementation of a three-year program called "Welcome Baby"; and

WHEREAS, First 5 Yolo has secured funding from Yolo County, City of Davis, City of West Sacramento; and

WHEREAS, funding for the City of Woodland's contribution 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 First 5 Yolo to provide City funding to implement a Welcome Baby Program that includes the following terms:

1. City will provide funding in two installments (installment 1 in the amount of $75,000 and installment 2 in the amount of $75,000) for an amount not to exceed $150,000. Installment 1 would be payable within 30 days of contract execution. Payment 2 would be provided after a one year progress report has been submitted and it is determined that contract provisions are being adhered to.
2. Funds will be used to assist in supporting program infrastructure, including Welcome Baby Nurses and Community Healthcare Workers during the remainder of the 3-year program.
3. Progress on program implementation including the number of individuals served county wide and also those specifically in Woodland will be identified. Types of services provided will be identified in the report along with other metrics used to evaluate program success. UC Davis is providing in-kind evaluation services.
4. The contract will identify a repayment plan if all funds have been distributed and the program ceases prior to the three-year program period ending October 31, 2024.

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 $150,000 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 7th day of February, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Vicky Fernandez, Mayor

ATTEST:

____
Ana B. Gonzalez, City Clerk

Welcome Baby

FIRST 5 YOLO

EARLY DATA REPORT

Welcome Baby, a component of The CHILD Project: Road to Resilience, is helping to build family resiliency in Yolo County through comprehensive support after the birth of a new baby. All publicly-insured or uninsured families are eligible and enrolled families receive one nurse home visit within the first week of coming home with baby and up to two follow-up home visits from community health workers.

IN THE FIRST 6 MONTHS...

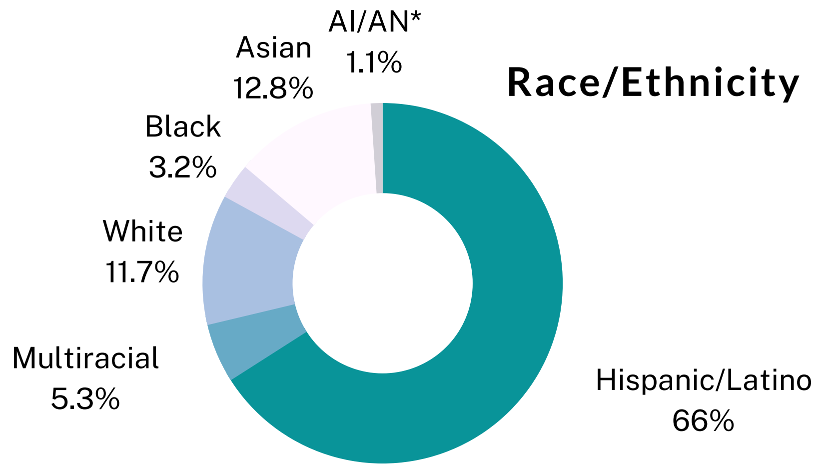
245 families were enrolled across Yolo County

105 babies were born and received home visits

85% of families accepted Welcome Baby when offered

WELCOME BABY FAMILIES

Race/Ethnicity



*AI/AN = American Indian or Alaskan Native

First-time parents

36%

Primary language not English

51%

INITIAL IMPACT

MENTAL HEALTH

100%

of families were screened for depression and anxiety

BREASTFEEDING SUPPORT

90%

of families received lactation support

OVER

300

referrals made to community and healthcare agencies

HEALTH LITERACY

100%

of families received Baby Basics (health literacy) books

MATERNAL HEALTH

94%

of women completed their postpartum visit (CA MediCal rate = 63%)

CHILD HEALTH

97%

of families completed their newborn and one-month well-child visit (Yolo County MediCal rate = 62%)

Strengthening families...

100% of families surveyed would recommend Welcome Baby to a friend

Since project launch, families and providers have expressed how grateful they are for Welcome Baby. Welcome Baby nurses have caught **life-threatening conditions**, connected families to **medical homes**, supported mothers' choice to breastfeed, and provided needed **concrete supports**. Welcome Baby community health workers have ensured families don't fall through the cracks by **fostering connections** to community agencies and **long-term home visiting**, if needed.

Welcome Baby American Resume Plan Funding Proposal

First 5 Yolo proposes a broad-based prevention strategy, “Welcome Baby” (WB), focused on Medi-Cal families, that intervenes at the earliest point of life, creating lasting impacts for young children and families and the Yolo County community. Welcome Baby is a proactive, comprehensive approach designed to mitigate exposure to toxic stress related to the COVID-19 pandemic and build resiliency as early as the birth of the child to support families, particularly those who are struggling the most, through the next three years of COVID-19 recovery.

WB is family-centric and focused on health equity, designed to reach those who are often invisible, while offering a broad strategy to address the collective trauma and negative effects the community has experienced during the pandemic. It reaches families at the earliest point to strategically coordinate flow into available services and to support medical, mental health, and other care that has lapsed during the pandemic. The “approach helps to de-stigmatizes screening, care, and service access, leverages existing resources, and creates a transformative early identification, home visiting, and early childhood care system in Yolo County.

Welcome Baby provides home visits at critical points for every baby born with public insurance in Yolo County over the duration of ARP. Families enrolled receive up to three “Welcome Baby” home visits, one by registered nurse/medical personnel within the first weeks of returning home from hospital, and two by community healthcare workers who are First 5 Yolo’s CHILD Project: Road to Resilience (R2R) Healthy Families America trained Family Resource Specialists during the following postpartum weeks. Families in greatest need are enrolled in home visiting services. Hospitals offer connection to WB at point of labor and delivery.

The nurse visit provides more immediate health screens (including maternal mental health) and clinical assessment for both mother and baby, immediate triage, lactation support, and checks on continuing health care, including vaccine (COVID and other) status. This visit bridges postpartum and newborn care, including checks on women’s postpartum healing that otherwise might not occur for many weeks, and allows for early identification of a variety of critical health and safety issues. The nurse visit will include a risk assessment inclusive of ACEs indicators to determine eligibility for further services.

In the following weeks, eligible families not already enrolled in a longer-term home visiting program may receive 1-2 home visits from community healthcare workers, based on family needs. In these visits, parents receive a First 5 New Parent Kit with culturally and linguistically appropriate “Baby Basics” *health literacy materials* and other concrete supports, parent education, and referrals to community resources as well as a universal risk screening. Families identified as in-need, will be referred into more intensive existing home visiting services within the county, including home visiting services through The CHILD Project: Road to Resilience (expanded as part of this proposal to create more access), and/or offered a Newborn Observation (NBO) Home Visit to provide in-depth parenting support. Connected to the existing Help Me Grow system, NBO is aimed at strengthening the bond between parents and their newborn through neurobehavioral observations.

All community healthcare workers receive training in evidence-based Healthy Families America as well as the Baby Basics program, designed to serve the population with culturally sensitive and trauma-informed care. These community healthcare workers engage vulnerable populations to address barriers to timely care, attending to children's developmental milestones, ACEs screening, and linkages to services. Community Healthcare home visitors support families in accessing existing services, such as health insurance, health and mental health services, perinatal care, WIC, and concrete supports, and channel families—many of whom would otherwise not be identified early—to programs and services.

Families identified as higher risk will be enrolled in First 5 Yolo's the CHILD Project: Road to Resilience (R2R) home visiting services that include Healthy Families America home visiting and/or Behavioral Health home visiting services for families better served by a mental health clinician. For those enrolled, the Community Health Worker provides a warm hand-off to R2R home visitors to ensure continuity of care. For families identified as lower to moderate risk, the community healthcare workers will connect families to other home visiting and community services.

CommuniCare Health Care Centers will hire and train the WB nurses, including postpartum mental health training and lactation counseling training. Yolo County Children's Alliance will hire WB community health workers. Culturally and linguistically appropriate outreach workers from a variety of community-based organizations will engage women and families in timely prenatal care and to communicate the opportunities available in Welcome Baby. Hospital birthing centers would facilitate connection to WB at birth.

Welcome Baby will become a component of The CHILD Project: Road to Resilience, leveraging the existing infrastructure, to allow capacity building for deeper services by expanding the proven effective home visiting services in R2R. The expanded R2R home visiting services will not require a substance use indicator for eligibility, thus removing one of the greatest barriers (substance use disclose) to consent to services for the perinatal population.

Welcome Baby address the effects of the COVID-19 Pandemic on Families, Including Economic Impacts.

The COVID-19 pandemic has had a devastating toll on families--lapses in healthcare, declines in mental health, financial strain, parental stress, parental and child resilience, and social isolation. Adverse effects have been pronounced in more vulnerable populations, exposing the need for greater community supports. Women, people of color, and children have been disproportionately affected. While crisis response has been necessarily prioritized during the COVID-19 pandemic, prevention has suffered, creating downstream consequences for children and more intractable and expensive problems moving forward. Of great concern are the proven long-term impacts of early childhood adversity on physical and mental health, brain development, and school readiness and the real risk that shorter-term pandemic impacts will deepen disparities for those disproportionately impacted.

Early experiences have a profound impact on a child's life. During pregnancy and the first year of life, children are the most sensitive to experiences and need a healthy environment for optimal brain development. Parents are critical to buffering their children from the impacts of adversity (ACEs), but when parents are themselves stressed, suffering economically, or experiencing crisis, the capacity this role is compromised. Early childhood exposure to stress has life-long consequences (e.g. learning difficulties in school, physical health problems, and higher probabilities of substance use). Investing in this critical time is one of the most effective and efficient ways to reduce poverty, increase self-sufficiency, promote economic prosperity, and to protect the entire community into the future.

The pandemic has negatively impacted pregnant women and parents of infants:

- Stress and maternal mental health issues—mental health issues have been exacerbated by the pandemic with recent studies showing significantly increased rates of mental health problems among pregnant and postpartum women compared to pre-pandemic rates. Recent estimates show that **2 in 3 perinatal women** now suffer from clinical depression (López-Morales et al., 2021). The deterioration of maternal mental health has toxic and enduring effects on both mother and baby, as increased mental health problems in pregnancy are associated with adverse birth outcomes. Additionally, greater prenatal and postpartum mental health issues are associated with declines in parenting, increased risk of child abuse and neglect, substance use, and cognitive impairment.
- Alarming trends in perinatal care—In Yolo County, pregnant women have been significantly delaying their prenatal care, experiencing higher-risk pregnancies, and giving birth to low-weight babies. Data collected by Communicare Health Centers (CCHC) in 2020 revealed that only 47% of pregnant women in Yolo County received on-time prenatal care, in stark contrast to the overall Yolo County rate of 84% on-time prenatal care in 2018. Additionally, data from CCHC (2020 – 2021) show that the rate of extremely high-risk pregnancies (i.e., a combination of both high medical and social risks such as substance use and domestic violence) dramatically increased, *more than doubling* across the pandemic. Of great concern for lasting developmental impacts on infants, rates for low-birth-weight infants have also risen significantly during the pandemic (CCHC, 2020 – 2021). Birth weight is one of the most important birth outcomes because low birth weight is associated with increased infant mortality, cognitive delays, and behavioral issues (Goisis et al., 2017). On a national level, statistics show that pregnant women are medically vulnerable with only 23% of pregnant women having received the COVID-19 vaccine despite being at serious risk for COVID-19 complications including hospitalization, stillbirth, and maternal death
- Decline in pediatric well-child visits and immunization rates—In CA, pediatric well-child visits are down an estimated 24% from pre-pandemic baselines and the number of childhood vaccination doses administered to California children dropped by more than 40% at the start of the pandemic. This has especially impacted children covered by MediCal and disrupts critical preventive care and early identification of developmental and social-emotional issues.
- Prolonged community stress and adverse childhood experience—Many Californians suffered economically, but household with children fared worse in 2020. Specifically, 50% of households with children had difficulty paying bills compared to 30% of

households without children. Latino children were more likely to have a caregiver in a sector highly impacted by COVID-19 shutdowns. This financial strain deteriorates children's wellbeing. Nationally, 52% of children in families with financial hardship are facing emotional distress.

Welcome Baby meets the tremendous responsibility to address pandemic-related needs of vulnerable young children and their families. Designed to mitigate exposure to toxic stress and build resiliency, Welcome Baby is an upstream approach with a clear nexus to ARP Funds.

Estimated costs build on existing program infrastructure, allowing services to begin quickly with no ongoing obligations after the American Rescue Plan (ARP) Funds conclude.

The projected budget for Welcome Baby across 3 years is $3.125 mission. Cost estimates based on assumption of 840 Medi-Cal births per year and a roughly 70% acceptance rate (based on rates seen in similar programs)

No on-going obligations after ARP funding concludes are anticipated. Welcome Baby addresses the pandemic-related, immediate need to screen more widely and offer prevention and early intervention support more broadly for a limited term (3 years). Welcome Baby services are completed within the first month or two of engagement of families. All contracted direct services would be clearly term-limited (in First 5 Yolo's contracting process) and can telescope up and down without affecting current, on-going care programs. Welcome Baby channels clients into existing, on-going programs that are already funded.

F5Y may identify alternative sources of funding for in the future, but this will not affect the one-time nature of ARP funding. First 5 Yolo anticipates the potential to continue Welcome Baby in some form based on results from evaluation and work with hospitals/managed care plans that may likely realize cost savings from the approach. Additionally, some of the components are anticipated to be billable to MediCal. First 5 Association and local First 5's are already engaged in partnership discussions around the funding of similar work with managed care plans.

Investment in Welcome Baby creates long-term and ongoing benefits for Yolo County's children's and families.

Welcome Baby is expected to have both immediate and long-term benefits to families, healthcare systems, and the community. It is a critical time to introduce parents to community agencies, resources and services that can assist them. Welcome Baby helps ensure that families, particularly those most disproportionately affected by the pandemic, have a safety net of support during COVID recovery. Providing positive support to families will have lasting effects for the baby, the family, and ultimately, our entire community.

Home visits more immediately postpartum for all MediCal births will help families avoid significant challenges, such as severe and unaddressed maternal depression, by screening all enrolled families for postpartum depression and identifying needs early. Moreover, administering a common risk screening to all eligible families will enable greater identification and referral of high-risk families to more intensive home visiting services. This referral system will also allow for greater coordination among home visiting programs in Yolo County and more effective engagement of underserved families.

Home visiting programs have proven highly effective in supporting maternal mental health, attendance of well-child visits, child immunization rates, parenting skills, and decreased need for entrance into Child Welfare Services. Welcome Baby provides a gateway to, and extension of, these benefits in more intensive, evidence-based home visiting services in Yolo County. F5Y's home visiting initiative aimed at higher-risk families, The CHILD Project: Road to Resilience (R2R), has demonstrated the benefits of home visiting enrollment on well-child visits and immunizations rates. Highest risk families identified in WB will be enrolled into R2R. Recent data shows 86% of children receiving R2R services are current on well-child exams and 88% are current on immunizations. In stark comparison, data from CommuniCare patients not supported by home visiting show only 62% of children were current on well-child exams and only 49% were current on immunizations. More than 99% of R2R clients avoid the need for CWS (FHY2 20-21). Other similar home visiting programs have demonstrated numerous on-going benefits including fewer emergency room visits by both mother and baby, fewer hospital stays, increased positive parenting, less child welfare involvement, improved maternal mental health, and greater community connections. Welcome Baby is based on similar, successful programs by First 5 LA, Orange, and Contra Costa, and Family Connects Universal Home Visiting.

All families experience challenges associated with pregnancy and childbirth, but these stressors have been heightened due to the pandemic. F5Y's Welcome Baby program would ensure all MediCal families receive support during this critical time. Importantly, by providing temporary, limited home visiting services, we can help mitigate the trauma of the pandemic's unprecedented impact on families and prevent lasting effects on children. The early outcomes could transform the system of care in Yolo County and the future of The Yolo County community.

Key Outcomes are expected to include, but are not limited to, the following:

1. Reduced maternal mental health issues
2. Increased community connections (e.g., referrals)
3. Greater rates of well-child visits and immunization rates
4. Lower rates of entry into Child Welfare Services
5. Timeliness to care and identification of child development or maternal health issues
6. Reduction in per capita costs in Yolo County of prenatal/postpartum care, infant hospitalizations, emergency department utilization, and urgent care utilization

UC Davis Health Equity Across the Lifespan (HEAL) Lab will provide, in-kind, data collection and evaluation. The HEAL Lab has expertise is designing, implementing, and evaluating clinical interventions to promote health equity in pregnant and postpartum people.

Welcome Baby builds on existing partnerships to amplifying impact.

First 5 Yolo has worked with qualified direct service partners, CommuniCare Health Care, Yolo County Children's Alliance, and Children's Therapy Center in the design of Welcome Baby and will contract with these agencies for implementation of the main direct services. First 5 Yolo will provide project management and coordination, specifically leveraging our F5 CA Home Visiting Coordination Grant that will allow an in-kind contribution of management staff (Sarah Hartman) funded by this grant and leveraging the work under that grant. Sarah Hartman, PhD, is First 5 Yolo's Systems Improvement Officer with expertise in prenatal stress and resiliency.

First 5 Yolo and partners have already begun discussions with Sutter Hospital for first phase implementation and will subsequently include local/regional hospitals where Yolo County babies are born (Woodland/Dignity, Kaiser, UCD).

First 5 Yolo is a lead partner on a CA State ACEs Aware Grant with UCD, YCCA, CCHC, and others. This work will be leveraged to provide ACEs and developmental screening, coordinating with Help Me Grow as a systems improvement in Welcome Baby. The ACEs Aware Grant expands and streamlines screening and the connection of health care providers to community networks of care to prevent and mitigate ACEs. Help Me Grow itself (a program funded by F5Y and County MHSA) is a key systems integration for early childhood mental health (screenings and linkages).

The NBO piece of Welcome Baby leverages the prior training of 4 infant-child specialists at Children's Therapy Center who trained as Napa Infant-Parent Mental Health Fellows with a County MHSA-funded F5Y scholarship. These specialists have hours of service that are leveraged for the first year, and then ARP funding extends for the following two.

Welcome Baby would also leverage existing funded programs to build on the continuum of care and offer higher intensity services or other resources to clients. These include but are not limited to: F5Y's The CHILD Project: R2R, a countywide, nearly 1-million dollar per year in-clinic and in-home navigation/visitation program including evidence-based Healthy Families America and Behavioral Health Home Visiting, other county HV programs that would be utilized according to individual needs, County of Yolo supports, benefits, and programs, Yolo Crisis Nursery, Family Resource Centers, F5Y early learning programs, and more. Welcome Baby, as a component of R2R, will also expand capacity within the home visiting arm of R2R; ensuring that families in greatest need have access to critical home visiting services. Notably, WB also creates an opportunity for vastly increased coordination with and among home visiting programs countywide, as well as channels the population into community resources and services.

UCD will provide in-kind support for a .5FTE post-doctoral evaluator through its Health Equity Across the Lifespan Lab. Under the mentorship of HEAL Director Dr. Simmons, and in collaboration with the First 5 Yolo, YCCA, and CommuniCare teams, the postdoctoral fellow will specifically support activities including: (1) designing and developing data collection tools to capture process and participant outcomes of the home visiting program (e.g., ease of scheduling, lactation rates, postpartum urgent care and emergency visits for parent-infant dyad, adherence to well baby visit schedule); (2) conducting pre-/post-countywide cost analyses of MediCal recipients (e.g., comparing per capita costs in Yolo County of: prenatal/postpartum care, infant hospitalizations, emergency department utilization, and urgent care utilization); (3) conducting pre-/post- countywide data on child protective services reports and foster care placements; and (4) supporting the team in conducting individual interview and focus group data on the home visiting program to improve access, process, and outcomes.

Cities in Yolo County are very likely to support Welcome Baby, leveraging some portion of their ARP funding. First 5 Yolo is already aware of leadership interest in City of Davis and West Sacramento.

In-kind and leveraged funding is available to ensure the successful implementation of Welcome Baby.

There are multiple in-kind and leveraged sources available to support the proposed project, as briefly outlined above. Additionally, First 5 Yolo will offer, in-kind, F5Y management staff (equal to approximately $89,000-93,000 annually) and the UC Davis HEAL Lab will provide .5FTE for data and evaluation (approximately $50,000, annually).

First 5 Yolo also has an on-going relationship with the Baby2Baby Foundation to supply, free-of-cost, concrete supports, including items such as diapers, baby wipes, safe sleep Pack N Plays, and other supplies that can be used for Welcome Baby. To support the distribution of supplies, F5Y purchased storage facilities for YCCA during the pandemic and this ability to store supplies could be leveraged. This estimated contribution is likely over 50,000 but difficult to estimate as supply materials are donated to F5Y in-kind.

Welcome Baby is well-aligned with ongoing work within the County and the services and programs fed by Welcome Baby referrals is easily in the range of several millions of dollars. First 5 Yolo leveraged programs alone are approximately $3 million per year, NBO services offered in Welcome Baby are levered in using service hours from the Napa Infant Parent Mental Health Fellows and the ACEs Aware grant work being leveraged in support is a total of over $2.9 million (First 5 Yolo/HMG specific portion over $400,000).

Finally, First 5 Yolo will contribute Prop 10 funding to support the direct costs of the program, up to $125,000 across the term of the program.

First 5 Yolo and community-based partners have actively supported families and children during the COVID-19 crisis, and we remain committed to ongoing recovery efforts. Additional local and flexible funds are critical to ensure we meet the needs of young children. Welcome Baby would strategically invest American Rescue Plan Coronavirus Local Fiscal Recovery Funding as a highly flexible funding stream intended to address COVID-19 impacts at a local level. Together, we can meet this unprecedented, crisis moment while building resilience among families and communities for the years to come.

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	February 7, 2023
ITEM #:	I.15
SUBJECT:	Civic Fellowship Program

Recommendation for Action: Staff recommends that the City Council receive an update on the Civic Fellowship Program.

Staff Contact:
Amanda Portier, Program Assistant | amanda.portier@cityofwoodland.org

Fiscal Impact:
City Council previously appropriated American Rescue Plan (ARP) funds to support the Civic Fellowship Program. This program supports key Council goals including workforce development and diversity.

Background:
The City of Woodland lacks a formalized fellowship program to engage students or individuals early in their career with professional public service opportunities. In City Council's "Destination 2023" priority goals, Council Members prioritized local recruitment for public service jobs across all sectors. The City's recently adopted Equity Action Plan identified the establishment of a Civic Fellowship Program as a strategic action to help further this goal. This program serves as a workforce development initiative while creating pathways to public service careers. The Equity Action Plan details that the program will launch in the summer of 2023 and identifies the City Manager's Office of Equity, Engagement, Economy, and Environment as taking lead on the launch of this new initiative.

Discussion:
The City of Woodland Civic Fellowship Program is a paid summer fellowship for individuals early in their career or those seeking introduction to public service experience. During the eight-week program, fellows will work within a city department and participate in program-wide professional development activities. Fellows will gain valuable hands-on work experience, learn how local governments operate, and positively impact the community. At the end of the program, fellows will give a brief presentation to the City Council on their accomplishments and program experience.

To develop the Civic Fellowship Program, staff collaborated with each City department to determine appropriate projects for fellow assignments. This process yielded the eight fellowship opportunities detailed below. Additionally, staff are working with Human Resources to create a Civic Fellow job description, designate a new payscale for Civic Fellows, list an application on CalOpps, and coordinate applicant interviews. Community workforce and educational institutions have been engaged to prepare for program outreach and recruitment. Staff will conduct a mid and final program evaluation with City department heads and fellows.

Fellow Opportunities:

- Administrative Services (Information Technology (IT)) Fellow: The IT Fellow will learn how to conduct a wireless signal survey and conduct this survey on all City Facilities. They will then interpret the survey data, recommend changes to existing access point placement and/or configuration, and report their findings.

- Community Development (Planning Division) Fellow: The Planning Fellow will create public interfacing guidance documents about the City's updated Comprehensive Zoning Code and related Housing Element and General Plan implementation. Depending on the timing of the code update, the fellow may assist with the preparation of public meetings for the Public Review Zoning Code.
- Community Services Department (CSD) Fellow: The CSD Fellow will review City of Woodland demographics and create surveys to assess the diversity of summer program participants as well as temporary summer staff. They will then analyze data from the surveys, prepare reports, and present findings to CSD staff.
- City Manager's Office Fellow: The City Manger's Office Fellow will work in the Office of Equity, Environment, Economy, and Engagement to will develop a communications toolkit for Council Members, lead a video project to highlight Woodland staff members, and research grant funding/implementation opportunities for a Woodland Bike Loop.
- Fire Department Fellow: The Fire Department Fellow will work with the City Fire Marshal to create a Public Education Toolkit for City Staff, organize and refresh materials in Emergency Operation Centers, and research grant funding opportunities.
- Library Fellow: The Library Fellow will run the day-to-day operations of Maker Camp in Square One, which includes creating weekly themes, choosing activities, compiling supply lists and purchase requests, and directing campers and support staff through daily activities.
- Police Department Fellow: The Police Department Fellow will support National Night Out (NNO) through event communications, volunteer recruitment, and registering participating groups. Additionally, they will review the Police Department website and develop additional recruitment and outreach strategies for the Youth Police Advisory Council.
- Public Works Fellow: The Public Works Fellow will organize and analyze existing policies, recommend policy updates, work with Human Resources and the City Attorney to explain and implement their recommendations, and make updated policies available to all Public Works staff.

Anticipated Program Timeline:

- Application period: Early March - Late April
- Application review & candidate interviews: May
- Onboarding: Late May - Early June
- Program: Mid-June - Mid-August
- Civic Fellow Presentation to Council: Mid-August

Conclusion:
Staff recommends that the City Council receive an update on the Civic Fellowship Program.

Prepared by: Amanda Portier, Program Assistant

Reviewed by: Spencer Bowen, Communications & Strategic Policies Manager

Ken Hiatt
City Manager

Attachments:
None

TO:	THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA:	City Council Regular Meeting
DATE:	February 7, 2023
ITEM #:	I.16
SUBJECT:	Interstate 5 / State Route 113 Connector & East Main Street Neighborhood Livability Project Update

Recommendation for Action: Staff recommends that the City Council receive an update on efforts to advance planning and construction of the freeway connectors between Interstate 5 and State Route 113 and approve submission of a grant to SACOG for the East Main Street Neighborhood Livability Project.

Staff Contact: Brent Meyer, brent.meyer@cityofwoodland.org, (530) 661-5947
Spencer Bowen, spencer.bowen@cityofwoodland.org, (530) 661-5808

Background:
During the early 2000's, a project to build a freeway-to-freeway connectors between Interstate 5 and State Route 113 in Woodland enjoyed significant regional support. The highway connector project was consistently included in the short list of projects that the Sacramento Area Council of Governments (SACOG) sought to advance to construction. The Yolo County Transportation District (YCTD) board consistently elevated this project as the highest priority regionally-significant project in Yolo County (along with the Harbor Blvd Interchange in West Sacramento – which has since been constructed).

The Project Report for the I-5/SR113 freeway-to-freeway connectors were approved in 2000. The Project Report included approval of the State/Federal environmental document along with approval of the project geometry. With State and Federal funding, the City advanced the project design and right of way acquisition process. By the end of the early 2000's, the City achieved project plans that were 95% complete and completed 87% of the property acquisition.

The project subsequently struggled to obtain funding due to the significant construction cost. Concerned about missing out on local road rehab funding while the City advocated for construction funding for the I-5/SR113 project, the City approached the YCTD board in the fall of 2011 with a proposal to prioritize the reconstruction of Kentucky Avenue while keeping the I-5/SR113 project funded in the SACOG MTP (the 20 year SACOG transportation plan). Since that time, the City has continued to successfully nominate road rehabilitation projects for State/Federal funding with SACOG instead of requesting funding for the I-5/SR113 interchange. The list of funded projects includes Kentucky Avenue (East to West), Main Street (West to CR 98), Main Street (3rd to East), Court Street (West to western limits), Gibson Road (East to CR 98), Gum (East to Matmor), Matmor (Main to Gibson) and E Main Street (I-5 to East).

Given the significant amount of federal funding that has recently been authorized, staff is proposing to reengage on the advocacy and completion of this significant regional project. The City's federal lobbyist, The Ferguson Group, is closing monitoring various federal infrastructure funding opportunities as assisting with developing a strategy to secure support and funding to construct the project.

The project's design and related approval documents need updating in order to make the project more "shovel ready" and competitive for federal funding. To assist in the funding needed to complete these documents, staff is proposing to submit a SACOG Regional Program Transformative Grant this month. This grant program seeks to fund regional projects that reduce vehicle miles traveled while addressing social equity related issues through investments that improve livability in underserved areas.

<u>Discussion</u>:
The East Main Street Neighborhood Livability Project will construct freeway-to-freeway connectors between I-5 and SR 113 in Woodland, removing this regional traffic from our local roads and improving safety and access for our community. Currently, this traffic must exit the freeway and use City streets to travel between I-5 and SR 113. With the increasing growth throughout the region, particularly with the logistics freight traffic from nearby distribution hubs, the resulting congestion is becoming increasingly impactful on this corridor and disproportionately on adjacent neighborhoods. This effort is about much more than efficiently connecting two critical freeways - it's about the continued revitalization of Main Street as Woodland slowly reenvisions the former state highway that bisected the entire city as a safe, livable, and more complete street. More specifically, the project will have the following beneficial outcomes:

Prosperity
- Better airport access from Yolo, Solano, and Napa Counties
- Crucial thoroughfare for regional traffic and goods movement, particularly for Woodland's food and ag cluster and those shipping through Sacramento International Airport
- Ease access to Woodland hotels and overnight stay options

Safety
- East/West emergency movement when I-80 compromised
- Rightsized transit to remove semi trucks from a local thoroughfare
- Enhanced bicycle and pedestrian safety, better separated modes of transportation
- Address a high collision and speeding area

Sustainability
- Ease congestion, decrease VMT
- Support public transit and active transit
- Additional trees, expanded shade canopy
- Shorter distances to more conveniently located basic goods

Neighborhood Amenities
- Invest in sense of place for a historically disadvantaged and low-income housing area
- Refresh land use to encourage mixed-use development; supplements our forthcoming Comprehensive Zoning Update
- Additional shopping, dining, services
- Continuation of E Main bike lanes, sidewalks, landscaping, etc.

<u>Conclusion</u>:
Staff recommends that the City Council receive an update on efforts to advance planning and construction of the freeway connectors between Interstate 5 and State Route 113 and approve submission of a grant to SACOG for the East Main Street Neighborhood Livability Project.

Prepared by: Spencer Bowen, Communications and Strategic Policies Manager
Brent Meyer, Community Development Director / City Engineer

Ken Hiatt
City Manager

Attachments:
1. Project Diagram for City Council 02.07.23

I-5 / SR 113 Connector Project