



City of Woodland
Meeting Agenda
City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

October 1, 2024
6:00 PM

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

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

Land Acknowledgment Statement - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.

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.gov. 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.

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 communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

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: Certificate of Appreciation for Chief of Police Derrek Kaff

RECOMMENDATION FOR ACTION: Staff recommends that the City Council recognize Chief of Police Derrek Kaff for his 24 years of dedicated, unwavering service to the City of Woodland.

4. SUBJECT: Proclaim October 2024 as Breast Cancer Awareness Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation proclaiming October 2024 as Breast Cancer Awareness Month and acknowledging the local efforts of Thriving Pink.

5. SUBJECT: Fire Prevention Week 2024

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation recognizing October 6, 2024 through October 12, 2024 as Fire Prevention Week in Woodland.

6. SUBJECT: City Council Meeting Minutes of September 3, 2024, and September 17, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of September 3, 2024, and September 17, 2024.

7. SUBJECT: Sustainability Advisory Committee August Minutes & Committee Work Plan

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive the Sustainability Advisory Committee's August meeting minutes and its updated Work Plan

8. SUBJECT: Parks & Recreation Commission Meeting Minutes for July 2024

RECOMMENDATION FOR ACTION: Staff recommends the City Council receive the July 22, 2024, Parks & Recreation Commission Meeting Minutes.

9. SUBJECT: Appropriation of Funds for the 2024 Clean Air Funds Grant Budget

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No.____, authorizing a budget appropriation of \$10,300 to Fund 1365 in Fiscal Year 2024/25 for the Clean Air Funds Grant.

10. SUBJECT: Approval of 2023 Continuum of Care Grant Agreement with the U.S. Department of Housing and Urban Development and Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) for the grant (Permanent Supportive Housing through the U.S. Department of Housing and Urban Development's Continuum of Care Program)

RECOMMENDATION FOR ACTION: Staff recommends that the City Council

approve Resolution No.____, authorizing the City Manager to 1) Execute Grant Agreement No. CA1423L9T212308 with U.S. Department of Housing and Urban Development for the 2023 Continuum of Care Program (Catalog of Federal Domestic Assistance No. 14.267) funded in the amount of \$334,193; and 2) Execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) funded in the amount of \$333,221.

G. PUBLIC HEARINGS

11. SUBJECT: Renaming Sq_ Valley Drive to Patwin Valley Drive

RECOMMENDATION FOR ACTION: Staff recommends that the City Council:
1) Hold a public hearing to receive testimony regarding the City of Woodland's intention to rename Sq_ Valley Drive to Patwin Valley Drive; and 2) Adopt Resolution No. _____ to rename Sq_ Valley Drive to Patwin Valley Drive.

H. REPORTS OF THE CITY MANAGER

12. SUBJECT: Woodland Regional Park Preserve Biodiversity Conservation Ordinance

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an Ordinance of the City Council of the City of Woodland, California, adding Chapter 6.10 "Restrictions for Biodiversity Conservation at the Woodland Regional Park Preserve" to Title 6 "Animals and Fowl" of the Woodland Municipal Code.

I. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the Joint Regular City Council/Woodland Finance Authority Meeting of the City of Woodland scheduled for October 1, 2024 was posted on September 26, 2024 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.



Sarah Lansburgh, CMC
City Clerk

Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such requests must be made in writing to the Office of the City Clerk of the City of Woodland. Requests will be valid for the calendar year in which the request is received, and must be renewed prior to January 1st.

Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the Office of the City Clerk (530-661-5806) at least 48 hours prior to the meeting.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: D.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 communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.



Ken Hiatt
City Manager

Attachments:
None



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: E.2
SUBJECT: Long Range Calendar

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

Staff Contact:

Sarah Lansburgh, CMC, City Clerk, (530) 661-5806, sarah.lansburgh@cityofwoodland.gov

Background:

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

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

Ken Hiatt
City Manager

Attachments:

1. Council Long Range Calendar

CITY COUNCIL LONG RANGE CALENDAR

October 15th

REGULAR MEETING

Woodland Tennis Club Agreement

Revised Quarterly Salary Schedule

East Beamer Way Emergency Shelter– Operating Agreement Amendment and PLHA Funding Agreement

PG&E Rule 20 Undergrounding District – Public Hearing for Resolution of Intention

Camping Ordinance Revisions

Cannabis Dispensary – Conditional Use Permits and Operating Agreements – Public Hearing

November 5th

REGULAR MEETING

Second Reading of Camping Ordinance

City Council Meeting Minutes for October 1 and October 15

Sac/Yolo Mosquito & Vector Control District – Appointee S Denny

November 19th

REGULAR MEETING

FY 2024/25 Quarterly Budget Update

Construction and Demolition Debris Recycling Ordinance Updates – Public Hearing

Mobile Vendor Ordinance Updates

Adoption of PG&E Rule 20 Underground District

Downtown Transit Hub Presentation

December 3rd

REGULAR MEETING

(Pending Timing of Certification of Election Results by Elections Office)

Declare Results of November 5, 2024 Election

Administer Oath of Office of Office – New/Re-elected Council Members

Designation of Mayor and Mayor Pro Tempore

Mayor's Remarks

December 17th

REGULAR MEETING

Measures F and R - FY2024 Annual Reports

AB 1600 Annual Report Fiscal Year 2023/24

Waste Management Annual Rate Adjustment

City Council Meeting Schedule for 2025

City Council Committees Assignments for 2025

Future Topics / Study Sessions:

Truck Route Map Modifications – Public Hearing (January)

Campaign Contribution Ordinance Update (TBD)

Updated 9/26/2024



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: F.3
SUBJECT: Certificate of Appreciation for Chief of Police Derrek Kaff

Recommendation for Action: Staff recommends that the City Council recognize Chief of Police Derrek Kaff for his 24 years of dedicated, unwavering service to the City of Woodland.

Staff Contact:

Ryan Kinnan, Police Chief, (530) 661-7813, Ryan.Kinnan@cityofwoodland.gov

Background:

Derrek Kaff has had a distinguished career in public service at the Woodland Police Department spanning 24 years. After working for the Los Angeles Police Department from 1996 until July 2000, he joined our Woodland Police Department as a Patrol Officer on July 17, 2000. In 2002 he was appointed as a Corporal and led a patrol team on nights and weekends. In 2003 he was promoted to Sergeant and again led a patrol team on nights and weekends. In 2005 he was selected as the Administrative Division Sergeant and he was in charge of recruitment, hiring, administrative tasks and internal affairs. In September 2001 he was selected as a member of the Special Weapons and Tactics Team and in 2002 he became the SWAT Assistant Team Leader. Sergeant Kaff promoted to Lieutenant in 2009 and was assigned to the Patrol Bureau and also became the SWAT Team Commander. In 2016 he promoted to Captain and oversaw the daily operations of the entire police department.

In 2019 he was appointed as the Chief of Police and he led the department through the Covid-19 pandemic, George Floyd's death and subsequent protests, increased focus on police reform legislation, "Defund the Police" movement, officer attrition and staffing shortages, growing concern over mental health calls, and technical advancements in policing.

Chief Kaff has his Basic, Intermediate, Advanced, Supervisory, Management and Executive P.O.S.T. certificates, a graduate of the P.O.S.T. Command College and Executive Development course, as well as the 275th session of the FBI's National Academy. Chief Kaff has a Bachelor of Science degree from Arizona State University. He also served as the co-chair of the International Association of Chiefs of Police on the Transnational Crimes Committee, the California Peace Officer Memorial Board of Directors, and also the League of California Cities Environmental Quality Committee.

Conclusion:

Staff recommends that the City Council recognize Chief of Police Derrek Kaff for his 24 years of dedicated, unwavering service to the City of Woodland.

Prepared by: Elle Murphy, Senior Management Analyst

Reviewed by: Ryan Kinnan, Chief of Police



Ken Hiatt
City Manager

Attachments:

1. D Kaff Certificate of Appreciation



**CERTIFICATE OF APPRECIATION
RECOGNIZING DERREK KAFF FOR HIS MANY YEARS OF PUBLIC SERVICE**

WHEREAS, Derrek Kaff has a distinguished career in public service at the Woodland Police Department spanning 24 years. After working for the Los Angeles Police Department from 1996 until July 2000, he joined the Woodland Police Department as a Patrol Officer on July 17, 2000. In 2002 he was appointed as a Corporal and in 2003 was promoted to Sergeant, leading a patrol team on nights and weekends. In 2005 he was selected as the Administrative Division Sergeant, in charge of recruitment, hiring, administrative tasks and internal affairs. In September 2001 he was selected as a member of the Special Weapons and Tactics Team and in 2002 became the SWAT Assistant Team Leader. Sergeant Kaff promoted to Lieutenant in 2009 and was assigned to the Patrol Bureau while also becoming the SWAT Team Commander. In 2016 he promoted to Captain and oversaw the daily operations of the entire police department; and

WHEREAS, In 2019 Derrek Kaff was appointed as the Chief of Police, leading the department through the Covid-19 pandemic, George Floyd's death and subsequent protests, increased focus on police reform legislation, "Defund the Police" movement, officer attrition and staffing shortages, growing concern over mental health calls, and technical advancements in policing; and

WHEREAS, Chief Kaff has his Basic, Intermediate, Advanced, Supervisory, Management and Executive P.O.S.T. certificates. He is a graduate of the P.O.S.T. Command College and Executive Development course as well as the 275th session of the FBI's National Academy. Chief Kaff has a Bachelor of Science degree from Arizona State University. He served as the co-chair of the International Association of Chiefs of Police on the Transnational Crimes Committee, the California Peace Officer Memorial Board of Directors, and the League of California Cities Environmental Quality Committee.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Woodland does hereby recognize Chief of Police Derrek Kaff for 24 years of dedicated public service to the community of Woodland.

DATED: October 1, 2024

Tania Garcia-Cadena, Mayor

Rich Lansburgh, Mayor Pro Tempore

Mayra Vega, Council Member

Vicky Fernandez, Council Member

Tom Stallard, Council Member





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: F.4
SUBJECT: Proclaim October 2024 as National Breast Cancer Awareness Month

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation proclaiming October 2024 as Breast Cancer Awareness Month and acknowledging the local efforts of Thriving Pink.



Ken Hiatt
City Manager

Attachments:

1. Proclamation - Breast Cancer Awareness Month 2024

Woodland

**PROCLAMATION
BREAST CANCER AWARENESS MONTH
OCTOBER, 2024**

WHEREAS, breast cancer is the most commonly diagnosed cancer among American women. It is estimated that 1 in 8 women will be diagnosed with breast cancer over the course of their lifetime, with over 4 million women now living in the U.S. with a history of breast cancer; and

WHEREAS, during National Breast Cancer Awareness Month, we renew our commitment to fighting this disease, providing education on risk reduction and early detection, and supporting those affected by breast cancer; and

WHEREAS, Thriving Pink, established in 2016 as a local 501c3 nonprofit organization, has a mission to help local breast cancer survivors thrive with a network of support and offers all programs and services at no charge to the community; and

WHEREAS, Thriving Pink volunteers represent breast cancer survivors, community members, business owners, and health and wellness professionals, who come together to make a difference in the lives of those in our community who are battling this disease; and

WHEREAS, Thriving Pink helps the breast cancer community from the time of initial diagnosis and throughout survivorship, providing individual financial grants for immediate and essential needs, and programs such as Pink Peer mentors for newly diagnosed individuals, renewal retreats for those who have completed treatment, and wellness/educational workshops for all; and

WHEREAS, Thriving Pink has expanded outreach to underserved communities throughout Yolo County to meet increased needs with the vision that no one will go through breast cancer alone; and

WHEREAS, Thriving Pink is grateful for the caring and compassionate Woodland community, whose support helps Thriving Pink continue to make a positive impact and difference in the lives of those diagnosed with this challenging and difficult disease; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council of the City of Woodland, proclaims October 2024 as National Breast Cancer Awareness Month and recognize the outstanding support that Thriving Pink provides to local breast cancer survivors in our community.

Dated: October 1, 2024

Tania Garcia-Cadena, Mayor

Rich Lansburgh, Mayor Pro Tempore
Vicky Fernandez, Council Member

Mayra Vega, Council Member





TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: F.5
SUBJECT: Fire Prevention Week 2024

Recommendation for Action: Staff recommends that the City Council adopt a Proclamation recognizing October 6, 2024, through October 12, 2024, as Fire Prevention Week in Woodland.

Staff Contact:

Matt Flint, Fire Marshal, Matt.Flint@cityofwoodland.gov, 530-661-5855

Background:

Since 1922, the National Fire Protection Agency (NFPA) has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education in an effort to drastically decrease casualties caused by fires.

Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage. This devastating fire killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land.

Discussion:

For 2024, Fire Prevention Week runs from October 6, 2024, through October 12, 2024. This year's Fire Prevention Week campaign, "Smoke alarms: Make them work for you!" works to educate everyone about the importance of smoke alarms in homes. Smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely. The Woodland Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. The Woodland Fire Department Community Risk Reduction Division staff will be running a social media and outreach campaign to help educate the community about the benefits of Smoke Alarms. Fire Prevention Week will end with a community open house at Woodland Fire Station #2, (1619 West Street) on Saturday, October 12, 2024, from 9:00 am until 12:00 pm. The American Red Cross will be in attendance to share their Sound the Alarm – Save a Life Campaign.

Conclusion:

Staff recommends that the City Council adopt a Proclamation recognizing October 6, 2024, through October 12, 2024, as Fire Prevention Week in Woodland.

Prepared by: Trista Kennedy, Community Risk Reduction Specialist

Reviewed by: Matt Flint, Fire Marshal / Eric Zane, Fire Chief



Ken Hiatt
City Manager

Attachments:

1. Proclamation - Fire Prevention Week 2024

Woodland

PROCLAMATION FIRE PREVENTION WEEK 2024

WHEREAS, the City of Woodland is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Woodland residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Woodland residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Woodland residents should test smoke alarms at least once a month; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Woodland Fire Department first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Woodland residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2024 Fire Prevention Week™ theme, “Smoke Alarms: Make Them Work for You™,” serves to remind us the importance of having working smoke alarms in the home.

NOW THEREFORE, BE IT RESOLVED that the City Council of Woodland proclaims October 6–12, 2024, as Fire Prevention Week, and urge residents of Woodland to make sure their homes have working smoke alarms and support the public safety activities and efforts of Woodland fire and emergency services.

DATED: October 1, 2024



Rich Lansburgh, Mayor Pro Tempore
Mayra Vega, Council Member

Tania Garcia-Cadena, Mayor

Tom Stallard, Council Member
Vicky Fernandez, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: F.6
SUBJECT: City Council Meeting Minutes of September 3, 2024,
and September 17, 2024

Recommendation for Action: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of September 3, 2024, and September 17, 2024.

Staff Contact:

Sarah Lansburgh, CMC, City Clerk, (530) 661-5806, sarah.lansburgh@cityofwoodland.gov



Ken Hiatt
City Manager

Attachments:

1. 09.03.24 DRAFT_minutes
2. 09.17.24 DRAFT_minutes

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, September 3, 2024

6:00 PM

City Council

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

A. CALL TO ORDER

Meeting called to order at 05:57 PM.

B. ROLL CALL

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

Absent: Member Fernandez

C. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Mayor Garcia-Cadena.

***Land Acknowledgment Statement** - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.*

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.gov. 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.

James Vorhees provided public comment on Item 5 and the sale of paraphernalia at local smoke shops.

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 communications submitted for items specific to this agenda will be attached as a file to the associated agenda item.

Email received regarding the City Clerk.

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. CONSENT CALENDAR

On a motion by Council Member Stallard, seconded by Council Member Vega and carried unanimously on a 4-0 vote, Council Members approved Consent Calendar Items No. 3 through 8.

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

NOES: None

ABSENT: Member Fernandez

3. SUBJECT: City Council Meeting Minutes of August 20, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of August 20, 2024.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority Meeting of August 20, 2024.

4. SUBJECT: Sustainability Advisory Committee Minutes

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive minutes from the Sustainability Advisory Committee's June 2024 and July 2024 meetings

Received minutes from the Sustainability Advisory Committee's June 2024 and July 2024 meetings.

5. SUBJECT: Appointment of a Member to the Manufactured Homes Fair Practices Commission

RECOMMENDATION FOR ACTION: Staff recommends that the City Council appoint a member to the Manufactured Homes Fair Practices Commission.

Appointed Kathy Trott as a member of the Manufactured Homes Fair Practices Commission.

6. SUBJECT: Designation of Voting Delegate and Alternate for the League of California Cities Annual Conference & Expo

RECOMMENDATION FOR ACTION: Staff recommends that the City Council designate Mayor Garica-Cadena as a Voting Delegate and Council Member Stallard as an Alternate Voting Delegate to represent the City at the League of California Cities Annual Conference & Expo to be held in Long Beach, October 16-18, 2024.

Designated Mayor Garcia- Cadena as a Voting Delegate and Council Member Stallard as an Alternate Voting Delegate to represent the City at the League of California Cities Annual Conference & Expo to be held in Long Beach, October 16-18, 2024.

7. SUBJECT: Resolution Accepting the Offsite Improvements for Subdivision Final Map 4856, Prudler Phase 1

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, accepting the offsite improvements for Subdivision Final Map 4856, Prudler Phase 1.

Adopted RESOLUTION NO. 8384, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA ACCEPTING THE OFFSITE IMPROVEMENTS FOR SUBDIVISION FINAL MAP 4856, PRUDLER PHASE 1, BY LENNAR HOMES OF CALIFORNIA, LLC AND AG ESSENTIAL HOUSING CA 1, L.P.

8. SUBJECT: Woodland Professional Firefighters' Association Memorandum of Understanding Amendment

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, amending the current Memorandum of Understanding with the Woodland Professional Firefighters' Association.

Adopted RESOLUTION 8385, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING CERTAIN TERMS AND CONDITIONS FOR FIRE EMPLOYEES.

G. REPORTS OF THE CITY MANAGER

9. SUBJECT: United States Bureau of Reclamation WaterSMART Drought Response Grant Program Application

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____ to: 1) Direct City staff to prepare and submit an application to the U.S. Bureau of Reclamation WaterSMART Drought Response Grant Program for the Aquifer Storage and Recovery Well 31 Project; 2) Enter into an agreement with the Bureau to complete the project in accordance with the Bureau grant guidelines, if awarded; 3) Authorize the City Manager to execute the application, assurances, and agreements required by the Bureau to secure the grant; and 4) Direct City Staff to take all necessary actions to carry out the purposes of this Resolution.

On a motion by Council Member Lansburgh, seconded by Council Member Vega and carried unanimously on a 4-0 vote, Council Members adopted RESOLUTION NO. 8386, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA AUTHORIZING AND DIRECTING THAT AN APPLICATION BE SUBMITTED TO OBTAIN A GRANT UNDER THE UNITED STATES BUREAU OF RECLAMATION WATERSMART DROUGHT RESPONSE GRANT PROGRAM AND AUTHORIZING TO PROVIDE ASSURANCES AND ENTER INTO AN AGREEMENT RELATED TO THE GRANT FOR AQUIFER STORAGE AND RECOVERY WELL 31 PROJECT.

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

NOES: None

ABSENT: Member Fernandez

H. ADJOURN

Meeting adjourned at 6:41 PM.

Respectfully submitted,

**Sarah Lansburgh, CMC
City Clerk**

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, September 17, 2024

6:00 PM

City Council

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: American Civil Liberties Union of Northern California v. Woodland Police Department, (Yolo County Superior Court Case No. CV2024-2220)

JOINT REGULAR CITY COUNCIL/WOODLAND FINANCE AUTHORITY MEETING

6:00 PM

C. CALL TO ORDER

Meeting called to order at 05:59 PM.

D. ROLL CALL

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

Absent: None

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Julie and Skip Davies.

***Land Acknowledgment Statement** - The City of Woodland acknowledges the land on which we live and work. For thousands of years, this land has been the home of Patwin people. Today, there are three federally recognized Patwin tribes: Cachil DeHe Band of Wintun Indians of the Colusa Indian Community, Kletsel Dehe Wintun Nation, and Yocha Dehe Wintun Nation. The Patwin people have remained committed to the stewardship of this land over many centuries. It has been cherished and protected, as elders have instructed the young through generations. We are honored and grateful to be here today on their traditional lands.*

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.gov. 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.

Jamie Seibel and LeAnn Herigstad spoke regarding divesting from the Caterpillar Corporation.

2. SUBJECT: General Public Comments

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

Emails received regarding divesting from the Caterpillar Corporation and comments regarding the September 17, 2024 agenda items.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

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

On a motion by Council Member Stallard, seconded by Mayor Pro Tem Lansburgh and carried on a 5-0 vote, Council Members approved Consent Calendar Items No. 4 through 11.

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

NOES: None

4. SUBJECT: National Hispanic Heritage Month

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt a Proclamation recognizing September 15, 2024 through October 15, 2024 as National Hispanic Heritage Month in Woodland

Adopted a Proclamation recognizing September 15, 2024 through October 15, 2024 as National Hispanic Heritage Month in Woodland.

5. SUBJECT: Renaming of the Woodland Sports Park to the Skip and Julie Davies Sports Park

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. _____, approving the renaming of the Woodland Sports Park to the Skip and Julie Davies Sports Park.

Adopted RESOLUTION NO. 8387, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA TO RENAME THE WOODLAND SPORTS PARK TO HONOR SKIP AND JULIE DAVIES.

6. SUBJECT: Receive Fiscal Year 2024 Report on Affordable Housing Loan Portfolio and Status of City Affordable Housing Funds

RECOMMENDATION FOR ACTION: Staff recommends that the City Council receive and file the Fiscal Year 2024 report on the City's affordable housing loan portfolio and use of affordable housing funds.

Received and filed the Fiscal Year 2024 report on the City's affordable housing loan portfolio and use of affordable housing funds.

7. SUBJECT: Introduce and Waive the First Reading of an Ordinance Revising Sections within Chapter 10.16, "Police Department Initiated Towing Services," to Title 10 of the Woodland Municipal Code

RECOMMENDATION FOR ACTION: Staff recommends that the City Council introduce and waive the first reading of an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 10.16, "Police Department Initiated Towing Services," to Title 10 of the Woodland Municipal Code.

Introduced and waived the first reading of an ordinance of the City Council of the City of Woodland, California revising sections within Chapter 10.16, "Police Department Initiated Towing Services," to Title 10 of the Woodland Municipal Code.

8. SUBJECT: Revised Woodland Fire Department Construction Plan Check Fee Schedule and New Cannabis Grow Facility or Dispensary Fire Operational Permit Fee

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, approving the revised Woodland Fire Department Construction Plan Check fee schedule, including the addition of a new Cannabis Grow Facility or Dispensary Fire Operational Permit Fee, to ensure clarity, transparency, and alignment with regional standards while promoting efficient development processes.

Adopted RESOLUTION NO. 8388, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN UPDATED AND REVISED WOODLAND FIRE DEPARTMENT PLAN CHECK FEE SCHEDULE, INCLUDING THE ADDITION OF A NEW CANNABIS GROW FACILITY OR DISPENSARY FIRE OPERATIONAL PERMIT FEE.

9. SUBJECT: Appointment of a Member to the Sustainability Advisory Committee

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

Appointed Kimberly Cazares to the Sustainability Advisory Committee.

10. SUBJECT: Carry-Over Unencumbered Appropriations from Fiscal Year 2023/24 to Fiscal Year 2024/25

RECOMMENDATION FOR ACTION: Staff recommends that the City Council adopt Resolution No. ____, authorizing the carry-over of unencumbered appropriations from fiscal year 2023/24 to fiscal year 2024/25, totaling \$3,373,396.

Adopted RESOLUTION NO. 8389, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING AMENDMENTS TO THE FISCAL YEAR 2024-2025 ANNUAL BUDGET.

11. SUBJECT: Resolution in Support of Proposition 36, The Homelessness, Drug Addiction and Theft Reduction Act

RECOMMENDATION FOR ACTION: Staff recommends that the City Council approve Resolution No. ____, in support of Proposition 36, The Homelessness, Drug Addiction and Theft Reduction Act.

Adopted RESOLUTION NO. 8390, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA IN SUPPORT OF PROPOSITION 36: THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT.

I. PUBLIC HEARINGS

12. SUBJECT: Public Hearing and Approval of Fiscal Year 2023/24 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

RECOMMENDATION FOR ACTION: Staff recommends that the City Council take the following actions: 1) Hold a public hearing to receive community input on the Fiscal Year (FY) 2023/24 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER); 2) Adopt Resolution No._____, approving the FY 2023/24 CDBG CAPER in substantially the same form presented to the City Council and incorporating public comments received at the public hearing; and 3) Authorize the City Manager or designee to finalize and submit the CAPER to the U.S. Department of Housing and Urban Development after the conclusion of the 15-day public comment period.

On a motion by Mayor Pro Tem Lansburgh, seconded by Council Member Vega and carried on a 5-0 vote, Council Members held a public hearing and adopted RESOLUTION NO. 8391, RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING THE FISCAL YEAR 2023/24 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT.

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

13. SUBJECT: Prohousing Designation Program Application Public Hearing

RECOMMENDATION FOR ACTION: Staff recommends that the City Council hold a public hearing to receive testimony regarding the City of Woodland's intention to apply to the California Department of Housing and Community Development's Prohousing Designation Program.

On a motion by Council Member Fernandez, seconded by Council Member Vega and carried on a 5-0 vote, Council Members held a public hearing to receive testimony regarding the City of Woodland's intention to apply to the California Department of Housing and Community Development's Prohousing Designation Program.

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

J. REPORTS OF THE CITY MANAGER

14. SUBJECT: W. Main and Ashley – Purchase and Sale Agreement

RECOMMENDATION: Staff recommends the City Council approve Resolution No. ____ (1) Approving an appropriation of \$2,300,000 from the Affordable Housing In-Lieu Fees Fund (1327) and authorizing the Administrative Services Director to amend the Fiscal Year 2025 budget as necessary; and (2) Authorizing the City Manager to execute a Purchase and Sale Agreement (PSA) with YKI Investments for the purchase of approximately 2.6 acres of vacant property at the northwest corner of W. Main Street and Ashley Avenue (APN 064-170-053-000).

On a motion by Council Member Stallard, seconded by Council Member Fernandez and carried on a 5-0 vote, Council Members adopted RESOLUTION NO. 8392, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING THE PURCHASE OF APPROXIMATELY 2.6 ACRES OF PROPERTY AT THE NORTHWEST CORNER OF W. MAIN STREET AND ASHLEY AVENUE OWNED BY YKI INVESTMENTS, LLC.

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

K. ADJOURN

Meeting adjourned at 7:18 PM.

Respectfully submitted,

**Sarah Lansburgh, CMC
City Clerk**



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: F.7
SUBJECT: Sustainability Advisory Committee August Minutes & Committee Work Plan

Recommendation for Action: Staff recommends that the City Council receive the Sustainability Advisory Committee's August meeting minutes and its updated Work Plan

Staff Contact:

Spencer Bowen, (530) 661-5808 | spencer.bowen@cityofwoodland.gov

Discussion:

Attached please find the SAC's approved August meeting minutes. Highlights from August included:

- Recommendation that staff begin to investigate policy changes to limit the City's use of single-use plastic products
- Discussion about the contents of the SAC's Work Plan

In addition, attached please find the SAC's Work Plan, which was updated and approved at the September meeting. Highlights from the Work Plan include:

- Produce an updated memo researching comparable cities' sustainability policies
- Review updated Sustainability and Climate Action Plan (CAP) Dashboard
- Host additional public outreach events to build on momentum of Coastal Cleanup Day, Green Drinks, etc.

Conclusion:

Staff recommends that the City Council receive the Sustainability Advisory Committee's August meeting minutes and its updated Work Plan.

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

Ken Hiatt
City Manager

Attachments:

1. SAC Meeting Minutes 8.21.24
2. SAC Work Plan Approved 09.18.24



Sustainability Advisory Committee Meeting Minutes

August 21, 2024 – 6:00 PM

A. CALL TO ORDER

Meeting called to order at 6:03 PM.

B. ROLL CALL

Present: Bellows, Aulman, Whitaker, Perrin, Frankenbach

Absent: Muñoz, Serena, Green, Ullrey

C. PUBLIC COMMENTS

This is an opportunity for the public to comment on items not on the agenda. Comments may be presented in person or emailed to SACmeetings@cityofwoodland.org and limited to three (3) minutes when read aloud.

No public comment.

D. MEMBER REPORTS

This is an opportunity for members of the Committee to report on relevant activities or topics related to the Committee's charge.

Bellows: Made arrangements to visit County Landfill at the end of June with a few other SAC members; hopes to write a series of articles on the various recycling activities there.

Aulman: Question from a resident came up about the second aquatic center: what is the climate impact of the new facility? Would like to see climate impact assessments completed in advance for large City projects.

Spencer notes that he will conduct research on the pool's climate impacts and follow up with the SAC; the SAC expresses interest in specifics on how the pool will be heated.

Perrin: Asks questions about how to navigate the Brown Act with email/in-person communications. Spencer and committee members clarify.

Frankenbach: Attended a webinar on a new pathogen from Europe that affects Oak trees – severe disease that is affecting Sonoma County & Fair Oaks, but not in Woodland yet. Need to increase awareness about not moving firewood around and keeping wood where it is. Woodland Tree Foundation will also discuss this issue.

Spencer will pass along webinar information from Aulman & Frankenbach to relevant City staff and contracted arborists.

Frankenbach (cont.): With Aulman, studied various neighborhoods (about 100 parcels) in Woodland to determine if priority planting sites 1) have adequate space for tree planting and if so, 2) how much space they have. Aulman & Frankenbach would like to see a public annual tree canopy report from the City.

Bellows: Question – what is the SAC’s role in large City projects, like the second aquatic center? Spencer notes that the SAC can discuss what an appropriate role the SAC would play in large capital improvement projects. Aulman notes that the SAC received a presentation on the W RTP Specific Plan. Perrin asks if the SAC should have a policy to review every City project that has an EIR. Spencer notes that it is a possibility, but projects that open up full EIRs are rare.

E. STAFF REPORTS

- a. RECCOMENDATION FOR ACTION: Staff recommends that the SAC receive an update from staff, including progress on the Sustainability Dashboard and input on a potential “youth advisor”.

Youth Advisor: Update from conversations with City Council, City Manager, and the City attorney – youth advisor would not be a voting member, but the SAC can have a standing item on the agenda for a youth advisor to give a report.

Sustainability Dashboard: Still in draft form, Civic Fellow made great progress and staff continue to work on the dashboard. The dashboard follows the CAP organizational structure and includes narrative updates about progress. Staff hope to share dashboard with the SAC for feedback in the Fall.

GHG Inventory Update: City staff participating in statewide committee to analyze best practices for GHG inventory updates and how to navigate the 15/15 privacy rule.

ZEV Action Team: RFP review panel just scored the bids for consultants.

F. MINUTES

- a. RECOMMENDATION FOR ACTION: Staff recommends that the SAC approve its July meeting minutes.

Spencer notes that he will amend the July minutes with suggested edits from Frankenbach.

Aulman motions, Perrin seconds. Motion passes 4-0-1 with Bellows abstain.

G. BUSINESS ITEMS

- a. RECOMMENDATION FOR ACTION: Staff recommends that the SAC continue its discussion regarding waste streams and diversion.

The SAC discusses its desire to support legislation that limits plastic waste, and reduce single-use plastic use at the City. SAC proposes to recommend that staff investigate ways to limit single-use plastics at City-hosted events.

Perrin moves, Frankenbach seconds. Motion passes unanimously.

- b. **RECOMMENDATION FOR ACTION:** Staff recommends that the SAC review a proposed update to its Work Plan and finalize at the next meeting.

Spencer notes additional suggestions from Catalina that he will include in a final version: 1) opportunity to add small working groups focused on some of the line-items, 2) add language in work area #3 to specify green business network/recognition, and 3) minor wording suggestions. Spencer will send a final version out for the SAC to vote on next meeting, and then send the final updated Work Plan to City Council.

H. WORK GROUP UPDATES

No updates.

I. LONG RANGE CALENDAR

- a. **RECOMMENDATION FOR ACTION:** Staff recommends that the SAC receive the Long Range Calendar for informational purposes only.

J. ADJOURN

Meeting adjourned at 7:36 PM.



Sustainability Advisory Committee
2024-2025 Work Plan

The Sustainability Advisory Committee (SAC) provides recommendations to the Woodland City Council regarding sustainability policy and helps the City achieve state-mandated conservation goals as well as the City's Climate Action Plan (CAP) goals. The SAC was formed to serve the following purposes:

- Provide comments, feedback, and recommendations to the City Council on sustainability policy and CAP implementation
- Advise and assist staff with sustainability program design and community-wide CAP implementation
- Serve as a forum for public input and feedback on issues related to sustainability and the CAP
- Other duties as assigned by City Council

SAC Work Plan

The Work Plan outlined below contains specific projects identified by SAC members and City staff and is organized around four key functional areas: Policy Evaluation & Development, Programs & Opportunities, Community Outreach & Engagement, and Administration. The Work Plan articulates projects, tasks, deliverables, and timelines for accomplishing SAC goals.

Note: some projects will be carried out by ad-hoc subcommittees, some of which may evolve into standing committees and would therefore be subject to Brown Act guidelines.

Work Area 1: Policy Evaluation & Development

- Evaluate current and proposed City policies for CAP consistency and efficacy; conduct policy research; define best practices; and make recommendations.

Work Area 2: Programs & Opportunities

- Evaluate current and proposed City programs for CAP consistency and efficacy; monitor CAP implementation status; identify program opportunities to advance CAP implementation.

Work Area 3: Community Outreach & Engagement

- Provide recommendation to City staff on current and proposed public education and outreach projects; increase public awareness of sustainability activities and the City's CAP progress through networking and media; coordinate a community sustainability leadership network; and develop and implement educational events and opportunities.

Work Area 4: Administration

- Communicate with Council and staff; recruit SAC applicants; track Work Plan progress; general reporting

The SAC intends for its Work Plan to be a living document. This will allow for adjustments as progress is made and adaptation to evolving conditions and policies.

SAC Work Plan by Key Functional Work Area and Project; Consider Ad-Hoc Committees for Certain Projects

Project	Tasks	Deliverables	Timeline	Notes
Work Area 1: Policy Evaluation & Development				
Evaluate current and proposed City policies and topics brought before the SAC	- Evaluate current or proposed City policies for CAP consistency - Provide policy recommendations to ensure CAP consistency - Seek out opportunities for recommendations to City Council	List of current and proposed policies determined to be inconsistent with CAP and annotated with policy recommendations	Ongoing	Consider key roadblocks to implementation
Best practices and recommended policies	- Research comparable cities' policies - Draft summary of policies and best practices successfully used elsewhere - Bring these recommendations to the SAC	Memo describing proven best practices for sustainability policy development and recommending which ones Woodland should implement	Memo before the end of 2024	Ongoing collaboration with other groups will be key to this effort
Sustainability Funding (Originally allocated from American Rescue Plan Act)	Recommend priority areas for City of Woodland General Fund sustainability funding (originating from the	Recommend priorities for remaining funding after bike project	Ongoing	Bike-friendly improvements in the downtown area recommended – waiting on next steps re:

	American Rescue Plan, or ARP) • Work with staff to operationalize these priorities into spending program			potential downtown transit hub for YoloTD
Project	Tasks	Deliverables	Timeline	Notes
Work Area 2: Programs & Opportunities				
Program evaluation and reporting	• Review existing CAP and evaluate and report on CAP implementation status • Obtain a summary report of examples where the CAP has been used in key City projects	Public dashboard that shares progress on CAP and GHG goals	At regular intervals; new dashboard before end of 2024	• UC Berkeley graduate students produced a report in Spring 2023 • Summer 2024 Civic Fellow project made substantial progress on Sustainability Dashboard
Tree canopy	• Gather info from City • Investigate making this info more publicly accessible, perhaps in Sustainability Dashboard • Identify opportunities to plant new trees and protect existing trees	Report detailing progress on increasing tree canopy	Summer 2025	• Collaborate and share info with Woodland Tree Foundation • Summarize impact of updated tree ordinance?

	• Review Urban Forest Management Plan • Help obtain and prepare net tree gain report			
Project	Tasks	Deliverables	Timeline	Notes
Work Area 3: Community Outreach & Engagement				
CAP Public Forum	• Identify what went well and what could be improved from 2022 event; report on City actions taken in response • Plan another event for Spring 2025	Town hall or forum	Before Spring 2025	Next event should articulate how the 2022 event impacted City actions in the interim and include progress updates
Education and outreach events	• Work with staff to identify opportunities for engagement where SAC can partner and support • Plan virtual or in-person events	More than one engagement activity where SAC takes lead in addition to quarterly Green Drinks	Ongoing	Example: Coastal Cleanup Day; Committee members likely to support outreach at California Honey Festival
Publicize and brand City sustainability efforts	• Improve visibility of EnviroWoodland brand • Collaborate with City Environmental Services staff on content • Analyze recent efforts	• Draft sustainable leadership recognition plan, including businesses • Continued media releases	Posting schedule and regular content by Fall 2024	Led by staff with SAC support and input

Sustainable Leadership Network	• Meet with Cool Davis • Develop written plan, including networking infrastructure and strategy	Formal plan for implementation	Early 2025	• Needs to be “community-led” for best efficacy
Project	Tasks	Deliverables	Timeline	Notes
Work Area 4: Administration				
Regular communication with City	• Continue to transmit meeting minutes • Hold early-2025 working group with Council during Council Strategic Planning Retreat • Present annual “Chair’s report” to City Council	• Monthly meeting minutes • Working meeting and post-meeting report • SAC Annual Chair Report • Staff’s monthly update to SAC	Working Session: in calendar year 2025 Annual Report: Summer 2025	Anticipated City Council “retreat” in early 2025 Will share this Work Plan upon adoption in Fall 2024



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: F.8
SUBJECT: Parks & Recreation Commission Meeting Minutes for July 2024

Recommendation for Action: Staff recommends the City Council receive the July 22, 2024, Parks & Recreation Commission Meeting Minutes.

Staff Contact:

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

Discussion:

At the last Parks & Recreation Commission meeting on September 23, 2024, the minutes from the July 22, 2024, Parks & Recreation Commission Meetings were approved.

Conclusion:

Staff recommends the City Council receive the July 22, 2024, Parks & Recreation Commission Meeting Minutes.

Prepared by: Kris Bain, Community Services Program Manager

Reviewed by: Christine Engel, Community Services Director

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

Ken Hiatt
City Manager

Attachments:

1. Parks & Recreation Commission Minutes July 22, 2024

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Parks & Recreation Commission Meeting –

Monday, July 22, 2024

6:30 PM

A. CALL TO ORDER

B. ROLL CALL

Parks & Recreation Commissioners Present: Chair Magalean Martin, Vice Chair Henry Murrieta, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder, Commissioner Adam Kirchgessner

Absent:

Excused:

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF MINUTES

1. SUBJECT: Approve Parks & Recreation Commission Meeting Minutes for April 22, 2024

RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission approve the meeting minutes from the April 22, 2024 meeting.

On a motion by Vice Chair Henry Murrieta, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, the Parks & Recreation Commission Meeting Minutes for April 22, 2024, were approved.

Ayes: Chair Magalean Martin, Vice Chair Henry Murrieta, Commissioner Adam Kirchgessner, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Absent:

E. COMMUNICATIONS - PUBLIC COMMENT

This is an opportunity for the public to speak to the Parks & Recreation Commission on any item other than those listed on this agenda. Speakers are requested to use the microphone in front of the Commission and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent, if any. The Chair 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 WoodlandCSD@cityofwoodland.gov. Written Comments received at least two (2) hours prior to the scheduled start time of the Parks & Recreation Commission meeting will be provided to the Commission 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 Parks & Recreation Commission meeting and during the

Commission meeting will be provided to the Parks & Recreation Commission the day following the Commission 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.

F. COMMUNICATIONS - COMMISSION/STAFF STATEMENTS AND REQUESTS

This is an opportunity for the Parks & Recreation Commission members and staff to make comments and announcements to express concerns, or to request the Commission's consideration of any items a Commission member would like to discuss at a future Commission meeting.

G. BUSINESS ITEMS

2. Standing Committee Report

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

Verbal updates were provided by Commissioner White-Snyder Carla about the Girls Fastpitch field and Commissioner Martin about volunteering at the Bike Parade.

3. Election of Officers

On a motion by Vice Chair Henry Murrieta, seconded by Commissioner Jon-Paul Valcarengi and carried unanimously on a roll call vote, Commissioners approved Commissioner Henry Murrieta as the Chair of the Parks & Recreation Commission through June 30, 2025.

Ayes: Chair Magalean Martin Vice Chair Henry Murrieta, Commissioner Adam Kirchgessner, Commissioner Jon-Paul Valcarengi, Commissioner Carla White-Snyder

Noes: None

Absent:

On a motion by Jon Paul Valcarengi, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Commissioners approved Commissioner Adam Kirchgessner as the Vice Chair of the Parks & Recreation Commission through June 30, 2025.

Ayes: Chair Henry Murrieta, Commissioner Adam Kirchgessner, Chair Magalean Martin, Commissioner Jon-Paul Valcarengi, Commissioner Carla White-Snyder

Noes: None

Absent:

4. Review Committee Assignments

On a motion by Commissioner Carla White-Snyder, seconded by Chair Henry Murrieta and carried unanimously on a roll call vote, Commissioners approved the following changes to the Committee assignments: Murrieta to Program & Department Evaluation and Kirchgessner to Budget & Finance and Urban Forestry.

Ayes: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Absent:

5. Review and Approve Workplan for Commissioners

Each of the Committee leads will review their areas of the Work Plan and submit edits by August 31.

6. Approve Commissioner Absence Request

On a motion by Commissioner Jon-Paul Valcarenghi, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Commissioners approved Commissioner Martin's absence on September 23, 2024.

Ayes: Chair Henry Murrieta, Vice Chair Commissioner Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Absent:

H. REPORT OF THE STAFF

7. SUBJECT: Renaming of Sports Park Complex

RECOMMENDATION FOR ACTION: Staff recommends that the Parks & Recreation Commission approve the renaming of the Woodland Sports Park to the Skip and Julie Davies Sports Park Complex.

On a motion by Chair Henry Murrieta, seconded by Commissioner Carla White-Snyder and carried unanimously on a roll call vote, Commissioners recommended the Renaming of Sports Park Complex to the Skip and Julie Davies Sports Complex.

Ayes: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarenghi, Commissioner Carla White-Snyder

Noes: None

Absent:

8. SUBJECT: Community Services Department Staff report for July 22, 2024

RECOMMENDATION FOR ACTION: The Parks & Recreation Commission receive the CSD staff reports for July 22, 2024

Verbal updates provided by Staff.

9. SUBJECT: Community Services Department Quarterly Status Report for the Fourth Quarter FY24

RECOMMENDATION FOR ACTION: Staff recommends that the Parks and Recreation Commission receive the Community Services Department Quarterly Status Report for the Fourth Quarter of FY24.

Verbal updates provided by Staff.

I. NEXT MEETING

10. The next meeting of the Parks & Recreation Commission is scheduled for September 23, 2024.

J. ADJOURN

On a motion by Commissioner Carla White-Snyder, seconded by Chair Henry Murrieta and carried unanimously on a roll call vote, Commissioners adjourned the meeting at 7:30 pm.

Ayes: Chair Henry Murrieta, Vice Chair Adam Kirchgessner, Commissioner Magalean Martin, Commissioner Jon-Paul Valcarengi, Commissioner Carla White-Snyder

Noes: None

Absent:



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: F.9
SUBJECT: Appropriation of Funds for the 2024 Clean Air Funds Grant Budget

Recommendation for Action: Staff recommends that the City Council adopt Resolution No.____, authorizing a budget appropriation of \$10,300 to Fund 1365 in Fiscal Year 2024/25 for the Clean Air Funds Grant.

Staff Contact:

Amanda Portier, (530) 661-5920, amanda.portier@cityofwoodland.gov

Fiscal Impact:

This action will result in a 2024 Clean Air Funds Grant appropriation of \$10,300 to Fund 1365. The appropriation will be offset by grant funds awarded to the City of Woodland by the Yolo-Solano Air Quality Management District (YSAQMD).

Background:

In Spring 2024, staff submitted an application to YSAQMD for the 2024 Clean Air Funds Program cycle. The application was successful, and YSAQMD awarded the City a Clean Air Funds Grant in the amount of \$10,300 to install bike lockers at City Hall.

Discussion:

The City of Woodland was awarded funding to install 3 bike lockers at City Hall. Bike lockers encourage ridership by offering a secure bicycle storage option protected from theft, damage, and inclement weather. Installing bike lockers will encourage bike commuting, which reduces traffic congestion and air pollution while increasing community health and well-being.

The City is committed to expanding bike infrastructure to meet sustainability goals and increase alternative transportation options. In March 2024, the City adopted an Active Transportation Plan to further promote active transit projects and investment. This plan included a new Woodland Bike Loop, and staff are using 2023 Clean Air Funds to formally mark and promote the loop. Additionally, the City has recently invested significant time and resources into additional bike pathways, such as the bike and pedestrian overcrossing over State Route 113 and excellent bike lanes along Gibson and East Main Street, Woodland's two main arterials.

Additional investment is needed for secure bike storage so bicyclists feel comfortable taking full advantage of the recent bicycle infrastructure improvements. The Woodland Bike Locker Project would fill this gap and expand access to alternative transportation options.

Conclusion:

Staff recommends that the City Council adopt Resolution No.____, authorizing a budget appropriation of \$10,300 to Fund 1365 in Fiscal Year 2024/25 for the Clean Air Funds Grant.



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Clean Air Funds 2024 Grant Appropriation
2. YSAQMD Clean Air Funds 24 Agreement

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AUTHORIZING THE APPROPRIATION OF FUNDS
TO THE FISCAL YEAR 2024/25 CLEAN AIR FUNDS GRANT BUDGET**

WHEREAS, the Yolo-Solano Air Quality Management District (YSAQMD) awarded the City of Woodland a Clean Air Funds Grant in the amount of \$10,300 for the Woodland Bike Locker Project; and

WHEREAS, City staff wish to appropriate \$10,300 for the Fiscal Year 2024/25 Clean Air Funds Grant budget; and

WHEREAS, the funding will be offset by grant funds awarded to the City of Woodland by the YSAQMD.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Woodland that \$10,300 shall be appropriated to Fund 1365 in Fiscal Year 2024/25 for the Clean Air Funds Grant.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Sarah Lansburgh, CMC, City Clerk

AGREEMENT NO. 24-26
(Agreement Regarding Use of Clean Air Funds)

Agreement between the Yolo-Solano Air Quality Management District and the City of Woodland

THIS AGREEMENT ("Agreement") is made effective August 7, 2024 between the Yolo-Solano Air Quality Management District, a public agency of the State of California, (hereinafter referred to as "DISTRICT") and the City of Woodland (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, under AB 2766 (Health and Safety Code section 44220 *et seq.*) the DISTRICT has levied a \$4.00 fee on motor vehicles registered within the DISTRICT; and

WHEREAS, pursuant to AB 2766 the monies collected under the motor vehicle fees must be used to reduce air pollution from motor vehicles and for related planning, education, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act; and

WHEREAS, the DISTRICT also receives Solano County Property Tax monies collected from the northeast portion of Solano County and are using these funds toward the Clean Air Funds Program; and

WHEREAS, CONTRACTOR has requested that the DISTRICT provide AB 2766 and/or Solano County Property Tax monies to CONTRACTOR for those project(s) described in Exhibit A, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, CONTRACTOR has represented to the DISTRICT that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described project(s); and

WHEREAS, DISTRICT staff has carefully reviewed the described project(s) and have found them to be within the requirements of the Clean Air Funds Program in that the project(s) are reasonably expected to reduce air pollution from motor vehicles and help in the further implementation of the California Clean Air Act and, on that basis, the Board of Directors of DISTRICT authorized a grant in the amount of **\$10,300.00** to CONTRACTOR for the project(s) described in Exhibit A.

NOW THEREFORE, the parties agree as follows;

1. Obligations of CONTRACTOR:

- A. CONTRACTOR shall fully and properly complete the project(s) described in Exhibit A ("PROJECT"), attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.
- B. CONTRACTOR shall update DISTRICT on the status of implementation of PROJECT no later than six (6) months from date of this Agreement and every six (6) months thereafter until PROJECT is completed.
- C. CONTRACTOR shall notify DISTRICT within 30 days following the completion of the project(s) described in Exhibit A, attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.
- D. CONTRACTOR's responsibility and obligations for the PROJECT shall not be assigned to another party unless prior written approval has been received from District per Section 11 below or this Agreement is otherwise amended as prescribed by Section 12.
- E. For projects for which the DISTRICT is not providing complete funding, no later than December 31, 2024, CONTRACTOR shall obtain additional funding commitments to fund the total cost of the PROJECT outlined in

Exhibit A and the Cost Schedule attached hereto as Exhibit B and incorporated herein by this reference. Written evidence of such funding commitments shall be provided to the DISTRICT Air Pollution Control Officer ("APCO"), or designee, in a form satisfactory to the APCO prior to the payment of any DISTRICT grant monies authorized by the DISTRICT Board pursuant to this Agreement. In the event that the requirements of this Paragraph are not met, DISTRICT shall have no obligation to make any payments to CONTRACTOR under this Agreement.

- F. The CONTRACTOR shall include the DISTRICT'S name and logo as sponsor on all public information materials, advertising, signs and displays prepared by CONTRACTOR in conjunction with the PROJECT.
- G. Without cost to DISTRICT, CONTRACTOR shall furnish and, as necessary, obtain all labor, materials, equipment, required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner the PROJECT.
- H. No sooner than twelve (12) months, and no later than eighteen (18) months following the implementation date of the PROJECT, CONTRACTOR shall provide DISTRICT with a final written report containing the information set forth in Exhibit C, attached hereto and incorporated herein by this reference. This final report shall contain such detail as required by the APCO, or designee, and shall include any illustrations and graphs necessary to document the work performed and all reductions of mobile source air pollution emissions resulting from the implementation of the PROJECT.
- I. Failure to provide the final written report by the due date as described in 1.E. above may disqualify CONTRACTOR from receiving future DISTRICT grants funds.


CONTRACTORS' Initials

- J. All unspent grant monies paid to CONTRACTOR at the signing of this Agreement not used by the termination date shall be returned to the DISTRICT with a written report explaining in detail the reason for the unused portion within thirty (30) days of the termination date of this Agreement.


CONTRACTORS' Initials

2. Obligations of DISTRICT:

- A. DISTRICT shall pay CONTRACTOR an amount not to exceed **\$10,300.00** in accordance with Exhibit B, subject to all the following limitations and requirements:
 - 1) CONTRACTOR has obtained all the additional funding anticipated by Paragraph 1.B. of this Agreement and provided documentation to DISTRICT.
 - 2) CONTRACTOR has obtained all required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT.
 - 3) Labor, equipment, material, supply costs and other charges are in conformance with requirements of Exhibit B.
 - 4) No component of the monies to be paid by DISTRICT to CONTRACTOR is for grant administration or any interest costs.
 - 5) DISTRICT shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of the PROJECT unless such reimbursement is specifically authorized in Exhibit B.
- B. Except for the payment obligations set forth in Paragraph 2.A. of the Agreement, DISTRICT shall have no other obligations or responsibilities to CONTRACTOR under this Agreement.

3. Term and Termination:

- A. The term of the Agreement is from August 7, 2024 to December 31, 2027 unless terminated earlier as provided below, or extended by an amendment of this Agreement as provided for in Section 12. No work shall commence prior to the Agreement start date, except at CONTRACTOR'S cost and risk, and no charges are

authorized until this Agreement is fully executed. In no event shall the Project Life be less than five (5) years from the end of the project term unless terminated earlier as provided below. The Project Life may also be adjusted by an amendment to this Agreement as provided in Section 12.

- B. It shall be considered a material breach should any party fail to fully comply with their obligations and responsibilities as set forth in this. The non-breaching party shall notify the breaching party in writing of the material breach and request it cured within fifteen (15) calendar days. If the breach is not cured within fifteen (15) calendar days, the non-breaching party may immediately terminate this Agreement by giving written notice to the breaching party. Termination shall not be the exclusive remedy of the non-breaching party. The non-breaching party shall have the right to seek any and all remedies provided by law or equity.
- C. Notwithstanding anything to the contrary in this Agreement, DISTRICT may immediately terminate this Agreement if the DISTRICT Board of Directors or the Air Pollution Control Officer (APCO) determines that CONTRACTOR'S undertaking of the PROJECT directly and significantly jeopardizes the health, safety or welfare of any person.
- D. For terminations prior to the date set in Paragraph 3.A.:
 - 1) Upon termination for reasons other than a breach of CONTRACTOR'S obligations and responsibilities as set forth in this Agreement CONTRACTOR shall be entitled to retain all grant monies used through the effective date of the termination provided that within thirty (30) calendar days of the effective date CONTRACTOR submits to the APCO a satisfactory written report containing the information set forth in Exhibit C along with any unused monies paid to the CONTRACTOR at the signing of this Agreement.
 - 2) If this Agreement is terminated due to a breach by CONTRACTOR of its obligations and responsibilities as set forth in this Agreement, then, within thirty (30) calendar days of the effective date of termination, CONTRACTOR shall repay DISTRICT all grant monies paid to CONTRACTOR by DISTRICT pursuant to this Agreement.

4. Insurance:

- A. Without limiting the obligation of CONTRACTOR to provide indemnification pursuant to Paragraph 5 of this Agreement, CONTRACTOR shall maintain in force at all time during the term of the Agreement and any extensions or modifications thereto, insurance or self-insurance covering its operations and naming DISTRICT as additional insured in the amounts and types of insurance as stated in Exhibit D attached hereto and incorporated herein by this reference.
- B. The APCO is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of this Agreement subject to the concurrence of the Risk Manager of DISTRICT.

5. CONTRACTORS' Responsibilities:

- A. CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.
- B. This Section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. CONTRACTOR and/or SUBCONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

- C. Any SUBCONTRACTOR agrees to be bound to the CONTRACTOR and the DISTRICT in the same manner and to the same extent as CONTRACTOR further agrees to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-SUBCONTRACTOR to the extent they apply to the scope of the Sub-SUBCONTRACTOR's work. A copy of this Agreement's Indemnity and Insurance provisions shall be furnished to the SUBCONTRACTOR upon request.
- D. In providing any defense under this Section, CONTRACTOR shall use counsel reasonably acceptable to the District Counsel.
- 6. Non-discrimination in Services and Benefits:** CONTRACTOR certifies that any services provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap in accordance with federal, state, or county regulations or other administrative directives determined by APCO. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap include by are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap of the participants to be served.
- 7. Notices:**
- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to DISTRICT and CONTRACTOR at their respective addresses as follows:
- | | |
|---|----------------------|
| To DISTRICT | To CONTRACTOR |
| Yolo-Solano Air Quality Management District | City of Woodland |
| Attn: APCO | Attn: Amanda Portier |
| 1947 Galileo Court, Suite 103 | 300 First Street |
| Davis, CA 95618 | Woodland, CA 95695 |
- B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines and/or email provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers and/or email addresses are used:
- | | |
|---------------|--|
| To DISTRICT | |
| Fax: | (530) 757-3670 |
| Email: | Notify@ysaqmd.org |
| To CONTRACTOR | |
| Fax: | NA |
| Email: | amanda.portier@cityofwoodland.gov |
- C. Any party may change the address, facsimile number and/or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

8. Conflict of Interest:

- A. CONTRACTOR shall comply with the laws and regulations of the State of California and District regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of CONTRACTOR'S obligations and responsibilities hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until CONTRACTOR completes performance of the obligations and responsibilities required of it under this Agreement.
- C. CONTRACTOR agrees that if any fact comes to its attention which raises any question as to the applicability of any conflict of interest law or regulation, CONTRACTOR will immediately inform the DISTRICT and provide all information needed for resolution of the question.

9. Status of Contractor:

- A. It is understood and agreed by all the parties hereto that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the DISTRICT and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONTRACTOR hereby indemnifies and holds the DISTRICT harmless from any and all claims that may be made against the DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the DISTRICT to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by federal and state laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

10. Records:

- A. CONTRACTOR shall maintain complete and accurate work performance records concerning the PROJECT, the time periods for the completion of the PROJECT and the identity of all person(s) employed in the completion of the PROJECT.
- B. CONTRACTOR shall make such records available for inspection by authorized representatives of DISTRICT at any reasonable time during the performance of this Agreement and for four (4) years from and after the date of final payment.
- C. At least thirty (30) calendar days prior to any destruction of these records at any time CONTRACTOR shall notify the DISTRICT. Upon such notification, the DISTRICT shall either agree to the destruction or authorize the records to be forwarded to the DISTRICT for further retention.

11. Assignment: This Agreement is not assignable by CONTRACTOR in whole or in part without the express written consent of the APCO. In addition, CONTRACTOR shall not subcontract any portion of the obligations or responsibilities of the Agreement, including the performance of the PROJECT, without the express written consent of the APCO. If any portion of the services required of CONTRACTOR is assigned or subcontracted, the assignor(s) and/or subcontractor(s) shall maintain the same insurance as required of CONTRACTOR by the Agreement. CONTRACTOR shall be fully responsible to DISTRICT for all work undertaken by subcontractors.

12. Amendment: This Agreement may be amended only by written instrument signed by the DISTRICT and CONTRACTOR.

- 13. Waiver:** The waiver by the DISTRICT or any of its officers, agents or employees or the failure of the DISTRICT or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of the Agreement shall not be deemed to be a waiver of such obligations or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement. All conditions, covenants and obligations continue to apply no matter how often DISTRICT may choose to excuse a failure to perform them.
- 14. Applicable Laws:** In the performance of the services required by this Agreement, CONTRACTOR shall comply with all applicable federal, state, and DISTRICT statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California State court located in Woodland, California.
- 15. Disputes:** Any dispute arising under this Agreement shall be decided by the APCO who shall put his or her decision in writing and mail a copy thereof to the address for the notice to CONTRACTOR. The decision of the APCO shall be final unless, within thirty (30) days from the date such copy is mailed to CONTRACTOR; CONTRACTOR appeals the decision in writing to the DISTRICT Board of Directors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting CONTRACTOR'S position. In connection with any appeal proceeding under this paragraph, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the DISTRICT Board at a regular Board meeting. Pending a final decision of the dispute, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the APCO's decision. The decision of the DISTRICT Board of Directors on the appeal shall be final for purposes of exhaustion of administrative remedies.
- 16. Covenant Against Contingent Fees:** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 17. Public Records Act:** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.
- 18. Statutory Limitations:** This Agreement and any payments to CONTRACTOR hereunder are subject to the provisions and limitations imposed by the Health and Safety Code, including Section 44220, on the use of funds received as a result of the State Department of Motor Vehicles surcharge, and on any limitations on the use of AB 8 funds. DISTRICT shall have no liability for payment of any monies that are found to be in contravention of the Health & Safety Code. CONTRACTOR shall reimburse DISTRICT for any monies paid by DISTRICT to CONTRACTOR under this Agreement which are found to be in contravention of the Health & Safety Code or AB 8.
- 19. Authorized Representative:** The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that he or she has the requisite legal authority to enter into this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of CONTRACTOR and CONTRACTOR understands that the DISTRICT is relying on this representation in entering into this Agreement.
- 20. Captions:** The title and captions of this Agreement are added for convenience only, and shall not constitute part of this Agreement.
- 21. Additional Provisions:**
- A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both.

- B. Except where specifically stated otherwise in this document, the promises in this Agreement benefit the DISTRICT and CONTRACTOR only. They are not intended to, nor shall they be interpreted or implied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

"DISTRICT"

Yolo-Solano Air Quality Management District



By Gretchen Bennitt, Executive Director/APCO

"CONTRACTOR"

City of Woodland



By Spencer Bowen, Communication & Strategic Policies Manager

EXHIBIT A
Work Statement

(Project description from application.) All changes to the PROJECT after application approval must have prior written approval by the District before the PROJECT begins.

The City of Woodland will install 3 Turtle Storage Model #301 bike lockers and instructional signage at City Hall. With the remaining Clean Air Funds, we will create and install instructional signage explaining how to use the bike lockers along with additional bike resources.

EXHIBIT B
Cost Schedule

Applicant: City of Woodland

Budget:	Total Project Amount:	\$ <u>11,800.00</u>
	Amount Awarded by YSAQMD:	\$ <u>10,300.00</u>

Project Title: Bike locker installation

Project Time Line:	Proposed Start Date:	<u>8/7/2024</u>
	Implementation Date:	<u>8/7/2024</u>
	Proposed End Date:	<u>1/1/2025</u>
	Final Report Due:	<u>4/1/2025</u>
	Project Life (years):	<u>10</u>

Activity Description Breakdown – Total Project Amount (By period/expense)

1.	Period 8/7/2024 to 1/1/2025 Activity Description: Installation of bike lockers and instructions	\$ <u>11,800.00</u>
2.	Period XX/XX to XX/XX Activity Description:	\$ <u>XX</u>
3.	Period XX/XX to XX/XX Activity Description:	\$ <u>XX</u>
4.	Period XX/XX to XX/XX Activity Description:	\$ <u>XX</u>
TOTAL		\$ <u>11,800.00</u>

Total Budget Breakdown:

	YSAQMD Grant	Other Match	Total
Capital	\$ <u>10,300.00</u>	\$ <u>500.00</u>	\$ <u>10,800.00</u>
Personnel	\$ <u>0.00</u>	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
Grant Administration	\$ XXXXXXXXX	\$ <u>0.00</u>	\$ <u>0.00</u>
Totals	\$ <u>10,300.00</u>	\$ <u>1,500.00</u>	\$ <u>11,800.00</u>

EXHIBIT C

Final Report Format

The general format for the final report should include the following items as detailed below. The final report may be emailed, faxed or returned by hard copy to the attention of Clean Air Funds, and is due within ninety (90) days following one full year of implementation of the project as described in Exhibit A or within thirty (30) days should this Agreement be terminated prior to the termination date set in Paragraph 3.A. Failure to provide the final report by the due date may disqualify the CONTRACTOR from receiving future DISTRICT grant funds.

1. Cover/Title Page/Agreement Number
2. Table of Contents – If necessary for text, tables, figures, **photos**, etc.
3. PROJECT Description as Implemented – Describe PROJECT, outlining why it was done, including scope and duration, details of execution.
4. Copies of Paid Invoices

Note: After the final report is submitted to the District, staff will conduct a performance evaluation on the PROJECT, which may include an on-site inspection.

In addition to the general format, the following items should be included for the specific category as listed below:

ALTERNATIVE TRANSPORTATION PROGRAM

1. Provide the total trip reductions and reductions in vehicle miles traveled (VMT) if applicable – list data sources, assumptions and methodologies used to determine travel reductions.
2. Describe any implementation problems.
3. Provide breakdown of PROJECT staff time if District funds were used for this purpose.
4. Provide copies of invoices, purchase orders, and agreement number.
5. Describe any Project scope changes from original application along with written approval from DISTRICT permitting these changes
6. Provide amount of matching funds used and specify sources.
7. Provide estimated project life in years.
8. Provide any PROJECT OUTCOMES.

EXHIBIT D

Insurance Requirements

CONTRACTOR shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and/or original endorsement(s) and/or insurance binder(s) affecting coverage required below. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to affect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If CONTRACTOR provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess where he finds that sufficient coverage will not be afforded to the DISTRICT.

During the term of the Agreement, CONTRACTOR shall, at its sole expense, obtain and maintain in full force I.A or I.B below. The type and limits of liability requirements are as follows:

1. A. COMMERCIAL/GENERAL LIABILITY:

Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Complete Operations.

"Claims made" policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

B. BUSINESS AUTOMOBILE LIABILITY:

Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If CONTRACTOR has no owned automobiles, then only hired and non-owned automobile coverage is required.

Minimum Limits: \$1,000,000 per occurrence for bodily injury or property damage, combined single limit.

C. Public Entities/Self-Insured Status: CONTRACTOR shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence.

2. Workers' Compensation and Employers Liability: CONTRACTOR shall carry full Workers' Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this contract, in accordance with the "Workers' Compensation and Insurance Act," Division statutory limits will apply. If CONTRACTOR has no employees, no Workers' Compensation coverage is required. If CONTRACTOR hires subcontractors to perform under this agreement, the CONTRACTOR shall assure that the subcontractor carries Workers' Compensation insurance for all of its employees, who are required to be covered by applicable law.

3. Notice of Cancellation: Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten (10) days prior written notice of cancellation for non-payment of CONTRACTOR'S insurance premium is permissible.

4. Additional Insured: It is mandatory that all of the above insurance policies (except Workers' Compensation) shall include the DISTRICT as additional insured. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

5. In addition, it is understood and agreed that the following be made a part of the Agreement.

- A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above required limits of liability.
- B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general limit, then the general aggregate limits must be a multiple of the per occurrence limits.
- C. **Contractors' Insurance as Primary:** The CONTRACTOR'S insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the CONTRACTOR'S insurance and shall not contribute with it.
- D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.
- E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT'S Risk Manager.

City of Woodland CAF Agreement

Final Audit Report

2024-08-21

Created:	2024-08-21
By:	Eden Winniford (ewinniford@ysaqmd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAteuc6I7BQA1O4hgyfE6_XEla6vE6CPuG

"City of Woodland CAF Agreement" History

-  Document created by Eden Winniford (ewinniford@ysaqmd.org)
2024-08-21 - 3:01:56 PM GMT
-  Document emailed to Gretchen Bennitt (gbennitt@ysaqmd.org) for signature
2024-08-21 - 3:02:06 PM GMT
-  Email viewed by Gretchen Bennitt (gbennitt@ysaqmd.org)
2024-08-21 - 4:06:56 PM GMT
-  Document e-signed by Gretchen Bennitt (gbennitt@ysaqmd.org)
Signature Date: 2024-08-21 - 4:07:28 PM GMT - Time Source: server
-  Agreement completed.
2024-08-21 - 4:07:28 PM GMT



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: F.10
SUBJECT: Approval of 2023 Continuum of Care Grant Agreement with the U.S. Department of Housing and Urban Development and Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) for the grant (Permanent Supportive Housing through the U.S. Department of Housing and Urban Development's Continuum of Care Program)

Recommendation for Action: Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to 1) Execute Grant Agreement No. CA1423L9T212308 with U.S. Department of Housing and Urban Development for the 2023 Continuum of Care Program (Catalog of Federal Domestic Assistance No. 14.267) funded in the amount of \$334,193; and 2) Execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) funded in the amount of \$333,221.

Staff Contact:

Dan Sokolow, Senior Planner (530) 661-2019, dan.sokolow@cityofwoodland.gov

Fiscal Impact:

A portion of the grant, \$972, will be retained by the City to defray its costs for administration of the grant. The Continuum of Care Program Interim Rule permits the City to retain up to 50 percent of the administration funds of \$1,944.

Background:

The City has been receiving Continuum of Care (CoC) grants from the U.S. Department of Housing and Urban Development (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 a renewal grant of \$334,193 through the 2023 Continuum of Care Competition for a permanent supportive housing project. Of the total grant, \$333,221 will be sub-awarded to Yolo Wayfarer Center (dba Fourth and Hope) to provide permanent supportive housing for chronically homeless families and single individuals. Program participants will also receive supportive services. The sub-award will cover costs associated with rental assistance, supportive services, program operations, and administration. The performance period of the program commenced on February 1, 2024 and terminates on January 31, 2025.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to 1) Execute Grant Agreement No. CA1423L9T212308 with U.S. Department of Housing and Urban Development for the 2023 Continuum of Care Program (Catalog of Federal Domestic Assistance No. 14.267) funded in the amount of \$334,193; and 2) Execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) funded in the amount of \$333,221.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director

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

Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - 2023 Continuum of Care Sub Agreement
2. 2023 Reallocation Grant Agreement
3. Sub Agt YWC 2023 CoC Grant

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA TO EXECUTE A GRANT AGREEMENT WITH THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND A SUBRECIPIENT
AGREEMENT WITH THE YOLO WAYFARER CENTER FOR THE 2023
CONTINUUM OF CARE PROGRAM GRANT**

WHEREAS, the Continuum of Care Program (Catalog of Federal Domestic Assistance No. 14.267) is authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended; and

WHEREAS, the City of Woodland received a Continuum of Care Program grant in the amount of \$334,193 and has been receiving Continuum of Care Program grants since at least 1994; and

WHEREAS, the Continuum of Care grant received by the City will assist with the funding of the Yolo Wayfarer Center's permanent supportive housing program; and

WHEREAS, the program will provide permanent supportive housing for chronically homeless families with children and chronically homeless individuals without children during a performance period commencing on February 1, 2024 and terminating on January 31, 2025; and

WHEREAS, the sub-award of \$333,221 to the Yolo Wayfarer Center will cover costs associated with rental assistance, supportive services, program operations, and administration; and

WHEREAS, \$972 will be retained by the City to cover costs associated with the administration of the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland as follows:

SECTION 1: The City Council hereby authorizes the City Manager to 1) Execute a grant agreement with U.S. Department of Housing and Urban Development for the 2023 Continuum of Care Program in the amount of \$334,193; and 2) Execute a Subrecipient Agreement with the Yolo Wayfarer Center (dba Fourth and Hope) in the amount of \$333,221.

SECTION 2: This Resolution shall take effect from and after the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tania Garcia-Cadena, Mayor

Sarah Lansburgh, 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: CA1423L9T212308
Recipient's Name: City of Woodland
Tax ID Number: 94-6000459
Unique Entity Identifier [SAM]: PJBKW1CUHUL1
Federal Award Date: 9/17/2024

CONTINUUM OF CARE PROGRAM (CDEA# 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 Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022)
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

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. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$334,193, 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	Total Amount
CA1423L9T212308	12 months	02-01-2024 - 01-31-2025	\$334,193
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$188,544
g. Supportive services			\$50,205
h. Operating costs			\$93,500
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$1,944
m. Relocation Costs			\$0
n. 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 on HUD.gov 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.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

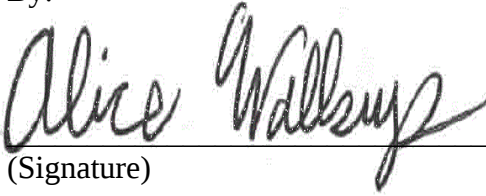
The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

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)

Alice Walkup, Director

(Typed Name and Title)

September 17, 2024

(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

**2023 CONTINUUM OF CARE PROGRAM (CFDA NO. 14.267)
Reallocation Permanent Supportive Housing 2023**

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM CFDA NO. 14.267)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this _____ day of _____, 2024 (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”) through the Continuum of Care Program (CFDA No. 14.267) for the Calendar Year 2023 (payment year 2024/25) in the amount of Three Hundred Thirty-Four Thousand One Hundred Ninety-Three Dollars (\$334,193), Grant Number: CA1423L9T212308.
- 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: Executive Director.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2023 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 2023 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.
- E.** In February 2024, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2023 Continuum of Care Competition (McKinney-Vento Homeless Assistance Act).

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

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

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

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

“**Default**” is defined in Section 7.1 hereof.

“**Disbursement Schedule**” is defined in Section 2.3.1 hereof.

“**Effective Date**” is defined in Section 10.14 hereof.

“**Grant**” is defined in Section 2.1 hereof.

“Grant Proceeds” means the proceeds of the Grant.

“HUD” is defined in Recital A hereof.

“Operating Budget” is defined in Section 6 hereof.

“Parties” is defined in Recital F hereof.

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

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

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

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

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

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

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

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

Section 2. Grant.

2.1 Amount of Grant. WOODLAND agrees to grant to SUBRECIPIENT funds in the amount of Three Hundred Thirty-Three Thousand Two Hundred Twenty-One Dollars (\$333,221) (of the \$334,193 total grant amount, the City retains \$972, 50 percent of the administrative funds, for administration of the Grant) (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. Three Hundred Thirty-Three Thousand Two Hundred Twenty-One Dollars (\$333,221) 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, 2024 and shall terminate on January 31, 2025 unless terminated earlier pursuant to Subsection 5.1.4 or Section 7 hereof.

Section 4. Services.

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

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

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

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

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

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

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

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

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

4.9 Independent SUBRECIPIENT. SUBRECIPIENT and any agent or employee of SUBRECIPIENT shall act in an independent capacity and not as officers

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

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

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

Section 5. Insurance and Indemnification.

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

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

- A. Workers' Compensation Insurance as required by California statutes;
- B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and

Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage, Independent SUBRECIPIENT's Liability and Fire Damage Legal Liability, in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form; and

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

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

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

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

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

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

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

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

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

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

- A. Obtain such insurance and deduct and retain the amount of the premium for such insurance from any sums due under the Agreement;
- B. Order the SUBRECIPIENT to stop work under this Agreement and/or withhold any payment(s) which become due to the SUBRECIPIENT hereunder until the SUBRECIPIENT demonstrates compliance with the requirements hereof;
- C. Terminate this Agreement.

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

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

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

As respects all acts or omissions which do not arise directly out of the performance of Services, including but limited to those acts or omissions normally covered by general and automobile liability insurance, SUBRECIPIENT agrees to indemnify, defend (at WOODLAND's option), and hold harmless WOODLAND, its officers, agents, employees, representatives, and volunteers from and against any and

all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with SUBRECIPIENT's performance or failure to perform, under this Agreement; excepting those which arise out of the sole negligence of WOODLAND.

Section 6. SUBRECIPIENT's Operating Budget.

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

Section 7. Enforcement of Agreement; Termination of Agreement.

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

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

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

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

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

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

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

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

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

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

Section 8. Documents and Data.

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

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

Section 9. Audit of Records.

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

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

Section 10. Miscellaneous Provisions.

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

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

If to WOODLAND:

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

With copies to:

City of Woodland
Community Services Department
2001 East Street
Woodland, California 95776

If to SUBRECIPIENT:

Executive Director
Yolo Wayfarer Center
P.O. Box 1248
Woodland, CA 95776

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“WOODLAND”

CITY OF WOODLAND
a municipal corporation

Dated: _____

By: _____
Ken Hiatt, City Manager

ATTEST:

By: _____
Sarah Lansburgh, City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
(dba Fourth & Hope)
a California non-profit public benefit corporation

Dated: _____

By: _____
Doug Zeck, Executive Director

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 814 Court 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 Three Hundred Thirty-Four Thousand One Hundred Ninety-Three Dollars (\$334,193), WOODLAND shall retain a total of Nine Hundred Seventy-Two Dollars (\$972) for its grant administration.

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 for Chronically Homeless 2023) 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 Three Hundred Thirty Four Thousand One Hundred Ninety-Three Dollars (\$334,193) less City administrative costs of (\$972; 50 percent of administrative funds) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

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

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

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

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

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

- A. Used to meet one (1) or more of the national objectives set forth in 24 C.F.R. 570.208 for not less than fifteen (15) years after the date of expiration or termination of this Agreement, or such longer period of time as determined appropriate by WOODLAND; or
- B. Disposed of, within five (5) years after the date of expiration or termination of this Agreement, in a manner which results in WOODLAND being reimbursed in the amount of the then current fair market value of said real property less any portion thereof attributable to expenditure of non-McKinney-Vento Act funds for said acquisition or improvement.

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

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

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

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

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

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

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

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

- A. The copyright in any work developed under the Grant or this Agreement;
- B. Any rights of copyright to which SUBRECIPIENT purchases ownership with Grant Proceeds;
- C. The patent for any invention developed under the Grant or this Agreement; and
- D. Any rights in any patent to which SUBRECIPIENT purchases ownership with Grant Proceeds.

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

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

Section 15. Monitoring. WOODLAND will conduct a monitoring review. This review will focus on the extent to which the planned program has been implemented

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 25. Drug Free Workplace.

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

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

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

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

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

EXHIBIT D—SCHEDULE OF PERFORMANCE

Services to be provided in accordance with this Agreement including Permanent Supportive Housing shall be performed within the term of this Agreement commencing on February 1, 2024 and terminating on January 31, 2025.

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. Rental Assistance	\$188,544		\$188,544
2 Supportive Services*	\$50,205		\$50,205
3. Operating Costs**	\$93,500		\$93,500
4. HMIS ***	\$0		\$0
5. Subrecipient Administrative Costs ****	\$972		\$972
6. City Administrative Costs	\$972		\$972
7. Total CoC Request (total lines 5 and 6)	\$334,193		\$334,193

* 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.

**** By law, at least 50% of administrative costs must be shared with the subrecipient.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: G.11
SUBJECT: Renaming Sq_ Valley Drive to Patwin Valley Drive

Recommendation for Action: Staff recommends that the City Council: 1) Hold a public hearing to receive testimony regarding the City of Woodland's intention to rename Sq_ Valley Drive to Patwin Valley Drive; and 2) Adopt Resolution No. _____ to rename Sq_ Valley Drive to Patwin Valley Drive.

Staff Contact:

Amanda Portier, Marketing & Business Relations Specialist, (530) 661-5920,
amanda.portier@cityofwoodland.gov

Fiscal Impact:

There is no impact to the General Fund at this time. In the coming months, street sign replacement costs may be folded into existing budget items in the Signs & Markings Department.

Background:

Assembly Bill No. 2022 (Ramos, 2022) requires that the term "squaw" (sq_) be removed from all geographic features and place names in the state. In Woodland, this bill applies to Sq_ Valley Drive, a residential street in Council District 4. AB 2022 instructed public agencies to partner with California Native American tribes to identify appropriate replacement names. Staff coordinated with the Yocha Dehe Wintun Nation Cultural Committee, and the committee selected the name "Patwin Valley Drive".

Discussion:

The proposed replacement name, "Patwin Valley Drive," was selected to honor the native people that originally lived in and cared for the land that is now Woodland. For thousands of years, the land where "Sq_ Valley Drive" is located has been the home of Patwin people. The Cultural Committee worked with the City's first responder staff to maintain a "geographic" name for the street, as nearby streets (Carmel Valley Drive, Grass Valley Drive, etc.) follow the same theme and help emergency personnel respond quickly to certain areas of town.

Should the City Council recommend the new name, the California Advisory Committee on Geographic Names (CACGN) will review and vote to approve or disapprove proposed replacement names on November 14 and December 6.

Conclusion:

Staff recommends that the City Council: 1) Hold a public hearing to receive testimony regarding the City of Woodland's intention to rename Sq_ Valley Drive to Patwin Valley Drive; and 2) Adopt Resolution No. _____ to rename Sq_ Valley Drive to Patwin Valley Drive.

Prepared by: Amanda Portier, Marketing & Business Relations Specialist

Reviewed by: Spencer Bowen, Communication & Strategic Policies Manager



Ken Hiatt
City Manager

Attachments:

1. Proposed Resolution - Renaming Sq__ Valley Drive (002)
2. Proof of Publication - PH Notice Renaming of Sq Valley Drive

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA RENAMING SQ_ VALLEY DRIVE TO PATWIN VALLEY DRIVE**

WHEREAS, the City Council held a Public Hearing on October 1, 2024 at 6 PM to receive testimony regarding the City of Woodland's intention to rename Sq_ Valley Drive to Patwin Valley Drive; and

WHEREAS, said Public Hearing was noticed in the Woodland Daily Democrat on September 20, 2024; and

WHEREAS, there were no objections presented at said Public Hearing; and

WHEREAS, the City Council, after a Public Hearing, has agreed to rename Sq_ Valley Drive to Patwin Valley Drive.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland, pursuant to the provisions of Section 34091.1 of the Government Code of the State of California, hereby resolves as follows;

1. That Sq_ Valley Drive be renamed to Patwin Valley Drive conditional on future approval from the California Commission on Geographic Names; and

2. That the City Clerk of the City of Woodland is hereby directed to forward a copy of the Resolution to the Board of Supervisors of the County of Yolo, as provided by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Woodland at a regular meeting of the City Council held on the 1st of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

Sarah Lansburgh, CMC, City Clerk

Daily Democrat

DailyDemocrat.com · Woodland, CA

c/o Legals 57 Commerce Place, Suite A

Vacaville, CA 95687

530-406-6223

legals@dailydemocrat.com

2130710

WOODLAND, CITY OF - LEGALS

ATTN: ACCOUNTS PAYABLE

300 FIRST ST

WOODLAND, CA 95695

Account Number:



Ad Order Number: 0006853000

Customer's Reference Notice of Public Hearing – Renaming of Sq__ Valley Drive

/ PO Number: / 24-27

Publication: Woodland Daily Democrat

Publication Dates: 09/20/2024

Amount: \$166.53

Payment Amount: \$0.00

**Invoice Text: CITY OF WOODLAND
NOTICE OF PUBLIC HEARING**

NOTICE IS GIVEN HERewith that the City Council of the City of Woodland, as its regularly scheduled meeting to be held on **Tuesday, October 1, 2024 at 6:00 PM**, or as soon thereafter as the matter may be heard, in the City Council Chambers, 300 First Street, City Hall, Woodland, CA will hold the following public hearing:

Renaming Sq_ Valley Drive To Patwin Valley Drive. The City Council will:

- 1) Hold a public hearing to receive testimony regarding the City of Woodland's intention to rename Sq_ Valley Drive to Patwin Valley Drive; and
- 2) Adopt a resolution to rename Sq_ Valley Drive to Patwin Valley Drive

Staff Contact: Amanda Portier, Marketing & Business Relations Specialist, amanda.portier@cityofwoodland.gov, 530-661-5920; Spencer Bowen, Communications & Strategic Policies Manager, spencer.bowen@cityofwoodland.gov, (530) 661-5808

Public Comments: All interested persons are invited to attend the hearing and express opinions. Forms to express opposition or support of the project are available from the Community Development Department. All comments received will be given to the City Council for their consideration. Please note, City does not transcribe its hearings, however, summary minutes are prepared and are publicly available once approved by the hearing body. Please contact the Community Development Department at (530) 661-5820, if you have questions about these items or the public hearing.

In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM via 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.gov. 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.

Pursuant to section 65009 (b) (2), the State Government Code "If you challenge any of the above projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice or in written correspondence delivered to the City Council at, or prior to, this public hearing".

Dated: September 13, 2024 Sarah Lansburgh, CMC, City Clerk

Woodland Daily Democrat

c/o Legals 57 Commerce Place, Suite A
Vacaville, CA 95687
530-406-6223
legals@dailydemocrat.com

2130710

WOODLAND, CITY OF - LEGALS
ATTN: ACCOUNTS PAYABLE
300 FIRST ST
WOODLAND, CA 95695

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
COUNTY OF YOLO

FILE NO. 24-27

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the Legal Advertising Clerk of the printer and publisher of The Daily Democrat, a newspaper published in the English language in the City of Woodland, County of Yolo, State of California.

I declare that the Daily Democrat is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order dated June 30, 1952 in the action entitled In the Matter of the Ascertainment and Establishment of the Standing of The Daily Democrat as a Newspaper of General Circulation, Case Number 12659. Said order states "The Daily Democrat" has been established, printed and published in the City of Woodland, County of Yolo, State of California; That it is a newspaper published daily for the dissemination of local and telegraphic news and intelligence of general character and has a bona fide subscription list of paying subscribers; and...THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:...That "The Daily Democrat" is a newspaper of general circulation for the City of Woodland, County of Yolo, California. Said order has not been revoked.

I declare that this notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

09/20/2024

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Woodland, California, this
20th day of September 2024

Melanie Irmer

(Signature) Melanie Irmer

Legal No. 0006853000

CITY OF WOODLAND
NOTICE OF PUBLIC
HEARING

NOTICE IS GIVEN
HEREWITH that the City Council of the City of Woodland, as its regularly scheduled meeting to be held on Tuesday, October 1, 2024 at 6:00 PM, or as soon thereafter as the matter may be heard, in the City Council Chambers, 300 First Street, City Hall, Woodland, CA will hold the following public hearing:

Renaming Sq_ Valley Drive To Patwin Valley Drive. The City Council will:

- 1) Hold a public hearing to receive testimony regarding the City of Woodland's intention to rename Sq_ Valley Drive to Patwin Valley Drive; and
- 2) Adopt a resolution to rename Sq_ Valley Drive to Patwin Valley Drive

Staff Contact:
Amanda Portier,
Marketing & Business Relations Specialist, amanda.portier@cityofwoodland.gov, 530-661-5920;
Spencer Bowen,
Communications & Strategic Policies Manager, spencer.bowen@cityofwoodland.gov, (530) 661-5808

Public Comments:
All interested persons are invited to attend the hearing and express opinions. Forms to express opposition or support of the project are available from the Community Development Department. All comments received will be given to the City Council for their consideration. Please note, City does not transcribe its hearings, however,

er, summary minutes are prepared and are publicly available once approved by the hearing body. Please contact the Community Development Department at (530) 661-5820, if you have questions about these items or the public hearing.

In addition to live in person public comment, members of the public may submit their comments prior to 4:00 PM via 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.gov. 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.

Pursuant to section 65009 (b) (2), the State Government Code "If you challenge any of the above projects in court, you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice or in written correspondence delivered to the City Council at, or prior to, this public hearing".

Dated: September 13, 2024
Sarah Lansburgh,
CMC, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: October 1, 2024
ITEM #: H.12
SUBJECT: Woodland Regional Park Preserve Biodiversity Conservation Ordinance

Recommendation for Action: Staff recommends that the City Council introduce and waive the first reading of an Ordinance of the City Council of the City of Woodland, California, adding Chapter 6.10 "Restrictions for Biodiversity Conservation at the Woodland Regional Park Preserve" to Title 6 "Animals and Fowl" of the Woodland Municipal Code.

Staff Contact:

Ken Hiatt, (530) 661-5800, ken.hiatt@cityofwoodland.gov

Background:

The purpose of this agenda item is to present an addition to Title 6 "Animals and Fowl" of the Woodland Municipal code to enact restrictions that will protect and conserve animals and plants at the soon-to-be publicly accessible Woodland Regional Park Preserve (WRPP). The WRPP is approximately 160 acres, located between Road 25A and Road 102 at the site of the former landfill, capped and retired in the 1980s. The Preserve has ecological significance and is home to over 20 different native plant species, including the federally listed endangered Palmate Bracted Birds Beak. Additionally, the WRPP's habitat, which consists of alkali prairie, grassland, valley foothill riparian, fresh emergent wetland, and lacustrine natural communities, lends itself to being a home base for resident and migratory birds such as the Swainson's hawk and white-tailed kite, among other wildlife. On April 18, 2023, City Council approved the Woodland Regional Park Preserve Conservation Easement and site-management plan to ensure that the easement area is forever retained and protected. In conjunction with these efforts, City of Woodland staff and its partners have continued moving forward with infrastructural improvements and ongoing conservation management efforts in preparation for its grand opening to the public, planned for Spring 2025. With the objective of promoting the conservation and protection of this unique park's native flora and fauna (terrestrial and aquatic) to the public, the addition of a WRPP-specific Chapter 6.10 to Title 6 is recommended.

Discussion:

Due to the WRPP's great biodiversity value, it is recommended to create the following new Chapter within Title 6 "Animals and Fowl" of the Municipal Code to enact restrictions that will help to address the unique conservation and protection needs of the WRPP.

The proposed new Chapter would establish the following restrictions within the WRPP premises:

- No dogs, horses, or other domesticated animals are allowed, except for service animals on leash, grazing livestock, and livestock guard dogs used specifically for vegetation management, conducted by, or under the supervision of the City of Woodland.
- No releasing of terrestrial and/or aquatic animals or organisms, unless conducted by, or under the supervision of the City of Woodland.
- No dumping or introducing of terrestrial and/or aquatic plants, seeds, or other propagules, unless conducted by, or under the supervision of the City of Woodland. Furthermore, no

removal or cutting of vegetation is permitted, unless conducted by, or under the supervision of the City of Woodland.

Conclusion:

Staff recommends that the City Council introduce and waive the first reading of an Ordinance of the City Council of the City of Woodland, California, adding Chapter 6.10 "Restrictions for Biodiversity Conservation at the Woodland Regional Park Preserve" to Title 6 "Animals and Fowl" of the Woodland Municipal Code.



Ken Hiatt
City Manager

Attachments:

1. Proposed Ordinance Adding Ch 6.10 WRPP

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND,
CALIFORNIA, ADDING CHAPTER 6.10 TO TITLE 6 “ANIMALS AND FOWL” OF THE
WOODLAND MUNICIPAL CODE, TO ESTABLISH RESTRICTIONS FOR
BIODIVERSITY CONSERVATION AT THE WOODLAND REGIONAL PARK PRESERVE**

WHEREAS, the City of Woodland, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the City is the owner and operator of that certain 160-acre property known as the Woodland Regional Park Preserve, located immediately east of Road 102 and south of Road 25A, which is intended to enhance the wetland, plant and wildlife resources on the site, while simultaneously improving access for public visitation and developing formal and informal education programs; and

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

WHEREAS, in anticipation of the opening of the Woodland Regional Park Preserve to the public in early 2025, the City desires to establish certain restrictions that support the protection and conservation of the unique flora and fauna at the Woodland Regional Park Preserve.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. Chapter 6.10 is hereby added to Title 6 “Animals and Fowl” of the Woodland Municipal Code to read as follows:

**CHAPTER 6.10 RESTRICTIONS FOR BIODIVERSITY CONSERVATION AT
THE WOODLAND REGIONAL PARK PRESERVE**

6.10.010 Purpose. This Chapter establishes restrictions on the introduction of certain animals and plants to the Woodland Regional Park Preserve, a 160-acre nature preserve located immediately east of Road 102 and south of Road 25A, which is owned and operated by the City and open to the public. These restrictions are established in order to preserve and enhance the protection and conservation of the unique flora and fauna of the Woodland Regional Park Preserve.

6.10.020 Restrictions.

A. No dogs, horses, or other domesticated animals are permitted on the premises of the Woodland Regional Park Preserve, except for (i) service animals as defined for purposes of the federal Americans with Disabilities Act that are maintained on leash, and (ii) grazing livestock and livestock guard dogs used specifically for vegetation management that conducted by or under the supervision of the City of Woodland.

B. No terrestrial and/or aquatic animals or organisms of any type may be released on the premises of the Woodland Regional Park Preserve, unless such release is conducted by or under the supervision of the City of Woodland.

C. No terrestrial and/or aquatic plants, seeds, or other propagules may be dumped or introduced onto the premises of the Woodland Regional Park Preserve, unless such introduction is conducted by or under the supervision of the City of Woodland.

D. No removal or cutting of vegetation located on the premises of the Woodland Regional Park Preserve is permitted, unless conducted by or under the supervision of the City of Woodland.

6.10.030 Violations. Violations of any provision of this Chapter shall be punishable as an infraction, punishable as set forth in Section 1.08.070 of this Municipal Code.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Woodland, California on the 1st day of October 2024, and **PASSED, APPROVED AND ADOPTED** by the City Council of the City of Woodland at a regular meeting held on the _____, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tania Garcia-Cadena, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah Lansburgh, CMC, City Clerk

Ethan Walsh, City Attorney