



City of Woodland

Meeting Agenda

City Council

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

September 4, 2018
6:00 PM

CITY COUNCIL

JOINT MEETING CITY COUNCIL/WOODLAND FINANCE AUTHORITY

6:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. COMMUNICATIONS - PUBLIC COMMENT

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

E. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

1. Long Range Calendar

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

F. MINUTES

2. City Council Meeting Minutes of August 21, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of August 21, 2018.

G. PRESENTATIONS

3. Proclamation in Support of Prostate Cancer Awareness Month

Staff recommends that the City Council adopt a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2017, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

H. CONSENT CALENDAR

4. Appoint Member to the Personnel Board

Staff recommends that the City Council appoint Robert Nelson to the Personnel Board.

5. Approve Amendment #7 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation.

Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #7 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

6. Approval of Subrecipient Agreements with the Yolo Wayfarer Center Funded through the 2017 Continuum of Care Program Competition

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2017 Continuum of Care program competition in the aggregate amount of \$265,016 and authorizes the Finance Officer to amend the budget as necessary.

7. Approve Increase in Maximum Loan Amount for First Time Homebuyer Loan Assistance Program

Staff recommends that the City Council approve an increase in the maximum loan amount from \$75,000 to \$90,000 for the City's First Time Homebuyer Loan Assistance Program.

8. Ratify Resolution No. 7127 related to rejection of bids for 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16

Staff recommends that the City Council ratify Resolution No. 7127 previously adopted at the July 17, 2018 meeting rejecting all bids from the July 10, 2018 Bid Opening for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

9. Adopt Revised Job Descriptions and Approve New Classifications in the Fiscal Budget 2018/2019

Staff recommends that the City Council:

- 1) Adopt Revised Job Classification of Chief Water Systems Operator in the Mid Management Professional Association (MMPA); and
- 2) Authorize filling of the Chief Water Systems Operator and an additional Utility Maintenance Worker I/II in the Woodland City Employees Association (WCEA); and
- 3) Delete one (1) Senior Utility Maintenance Worker and one (1) Utility Maintenance Worker III/IV positions which were approved in the fiscal year 2018/2019 budget.

I. REPORTS OF THE CITY MANAGER

10. Fundraising Agreement for Woodland Tennis Complex at Woodland Sports Park and Update on Other Potential New Sports Park Facilities

Staff recommends that the City Council:

- 1) Receive the Agreement for Tennis Complex Fundraising between the City of Woodland and Woodland Tennis Club ("Agreement"), and adopt Resolution No. _____, to approve the Agreement; and
- 2) Receive an update on current status of the Skate Park, Girls Fast Pitch Softball and Soccer Fields.

11. WJUSD Purchase and Sale Agreement - Willow Spring School Site

Staff recommends that the Council adopt Resolution No. _____:

- 1) Authorizing the City Manager to execute a Purchase and Sale Agreement with the Woodland Joint Unified School District for the purchase of a 4.7-acre parcel located at 1585 East Gibson Road (at Bourn Drive), formerly the site of the Willow Spring Elementary School, and adopt findings that this Agreement qualifies for a categorical exemption under the California Environmental Protection Act, and

- 2) Authorize a budget amendment appropriating \$1.1 million from available General Fund reserves for the purchase of the subject property.

12. Woodland Joint Unified District (WJUSD) – Aquatics Facility

Staff recommends that the Council adopt Resolution No. _____,

1) Authorizing the City Manager to execute the proposed Joint Use Agreement with the Woodland Joint Unified School District (“WJUSD”) to reserve 2.5 acres of property on Pioneer Avenue, adjacent to Pioneer High School, for a future aquatic facility and finding the Joint Use Agreement to be exempt from environmental review under the California Environmental Quality Act, and

2) Authorizing a budget amendment appropriating \$250,000 from Measure J provided for as a reservation of fund balance, in the FY2018/19 budget in support of the pool project.

J. ADJOURN

I declare under penalty of perjury that the foregoing Agenda for the September 4, 2018 of the City of Woodland scheduled for Joint Regular City Council/Woodland Finance Authority was posted on August 31, 2018 in the outside display case at City Hall, 300 First Street, Woodland, CA, and was available to the public during normal business hours.

Ana B. Gonzalez, City Clerk

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

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



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: E.1.
SUBJECT: Long Range Calendar

Recommendation for Action:

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

Staff Contact:

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

Background:

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

Attachments:

1. Council Long Range Calendar

UPDATED COUNCIL LONG RANGE CALENDAR

SEPTEMBER 18TH

REGULAR MEETING

Presentations

Water Professional's Week

Consent Calendar

Final Acceptance and NOC – 2018 Road Maintenance Project CIP #18-02

Approve Final Map 4851, Country Oaks and related agreements

UV Lights – Water Pollution Control Facility

Coagulant – PW

Resource Analyst Job Description

Reports of the City Manager

Homeless Action Plan Update

Sports Park Update – Skatepark/Fast-pitch Softball fields

Boards and Commissions

OCTOBER 2ND

REGULAR MEETING

Minutes

City Council Meeting Minutes of Sept. 4th and 18th 2018

Presentations

Declare October 3rd as Clean Air Day

Consent Calendar

Final Acceptance and NOC – West Street Water Transmission Main Project CIP #17-08

OCTOBER 16TH

REGULAR MEETING

Proclamation WWI Centennial Commemoration

Cannabis Business Conditional Use Permit Applications

1st Reading Ag Mitigation

Future Topics / Study Sessions:

Adoption of Conflict of Interest Code

City Code Clean-up Ordinance

Animal Control Ordinance – November

Non-Conforming Use Zoning Update

Urban Forestry / Master Plan Tree Update – December 2018

Tree Preservation Ordinance Update - December



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: F.2.
SUBJECT: City Council Meeting Minutes of August 21, 2018

Recommendation for Action:

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meeting of August 21, 2018.

Staff Contact:

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

Attachments:

1. 08_21_2018 DRAFT CC MINS

A handwritten signature in black ink, which appears to read "Paul Gonzales".

City Manager

City of Woodland

City Hall
Council Chambers
300 First Street
Woodland, CA 95695



Regular Meeting Minutes

Tuesday, August 21, 2018

6:00 PM

City Council

CITY COUNCIL
CLOSED SESSION
5:45 PM

A. CALL TO ORDER

B. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - Pursuant to Government Code Section 54956.8

Properties: Yolo County Assessor's Parcel Numbers 066-270-055 and 042-580-019
Agency Negotiators: City Manager, Assistant City Manager, City Engineer, Fire Chief, Community Services Director, City Attorney
Negotiating Parties: Woodland Joint Unified School District
Under Negotiation: Price and terms of payment

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

C. CALL TO ORDER

Meeting called to order at 06:04 PM. No reportable action from Closed Session.

D. ROLL CALL

Council Members Present: Davies, Rodriguez and Stallard
Council Members Absent: Barajas and Fernandez

E. PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Tania Garcia-Cadena.

F. COMMUNICATIONS - PUBLIC COMMENT

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

Numerous residents spoke regarding homelessness.

G. COMMUNICATIONS - COUNCIL/STAFF STATEMENTS AND REQUESTS

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

Verbal updates provided by Council Members/Staff.

2. Long Range Calendar

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

H. MINUTES

3. City Council Meeting Minutes of July 3, 2018 and July 17, 2018

Staff recommends that the City Council adopt the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of July 3, 2018 and July 17, 2018.

Adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of July 3, 2018 and CORRECTED July 17, 2018.

Council Member Stallard indicated that CORRECTED minutes were still not accurate. Notation made and minutes CORRECTED to reflect a 3-0 vote on Consent Calendar Item No. 13 from the July 17, 2018 council meeting.

4. Commission on Aging Minutes for June 21, 2018

Staff recommends that the City Council receive the June 21, 2018 Commission on Aging meeting minutes.

Received the Commission on Aging Minutes of June 21, 2018.

5. Parks & Recreation Commission Meeting Minutes for June 25, 2018

Staff recommends that the City Council receive the June 25, 2018 Parks & Recreation Commission Meeting Minutes.

Received Parks & Recreation Commission Meeting Minutes of June 25, 2018.

On a motion by Council Member Stallard, seconded by Council Member Davies and carried unanimously on a 3-0 vote, Council Members adopted the minutes of the Joint Regular City Council/Woodland Finance Authority meetings of July 3, 2018 and CORRECTED minutes of July 17, 2018; received the Commission on Aging meetings minutes of June 21, 2018 and Parks & Recreation Commission Meeting Minutes of June 25, 2018.

Ayes: Council Member Stallard, Davies and Rodriguez

Noes: None

Absent: Council Member Barajas and Fernandez

I. CONSENT CALENDAR

6. Fire Department Quarterly Report for April-June 2018

Staff recommends that the City Council accept the Fire Department Quarterly Status Report for April 2018 through June 2018.

Received the Fire Department Quarterly Report for April-June 2018.

7. Police Department Quarterly Status Report for April 2018 through June 2018

Staff recommends that the City Council accept the Police Department Quarterly Status Report for April 2018 through June 2018.

Received Police Department Quarterly Status Report for April 2018 through June 2018.

8. Second Reading - Shopping Cart Ordinance

Staff recommends that the City Council adopt Ordinance No. _____, amending Sections 14A-5-1, 14A-5-3, 14A-5-4, 14A-5-6, 14A-5-7, 14A-5-8, 14A-5-9, and 14A-5-10 of the Woodland Municipal Code regarding mandatory containment systems and impound procedures applicable to shopping carts taken from retail establishments.

Adopted the Second Reading of the Shopping Cart Ordinance.

9. Investment Policy Update

Staff recommends that the City Council approve the updated Investment Policy for the City of Woodland.

Received the updated Investment Policy Update.

10. Treasurer's Investment Report for the quarter ended June 30, 2018

Staff recommends that the City Council accept the quarterly Treasurer's Investment Report for the quarter ended June 30, 2018.

Received the quarterly Treasurer's Investment Report for the quarter ended June 30, 2018.

11. Authorize the filling of an Executive Assistant - Confidential and delete the Administrative Secretary in the Police Department

Staff recommends that the City Council authorize the filling of the Executive Assistant – Confidential position effective August 1, 2018 and delete the Administrative Secretary, Police Department, effective August 1, 2018.

Adopted Resolution No. 7139, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING AN EXECUTIVE ASSISTANT CONFIDENTIAL IN THE POLICE DEPARTMENT (PD) AND DELETION OF ADMINISTRATIVE SECRETARY IN (PD).

12. Authorize the City Manager to Sign Four (4) Side Letters

Staff recommends that the City Council authorize the City Manager to sign the attached Side letters which adjusts triggers for future Cost of Living Adjustments (COLAs) to recognize the City's additional payment to CalPERS.

Authorized the City Manager to sign side-letters which adjust triggers for future Cost of Living Adjustments (COLAs) to recognize the City's additional payment to CalPERS.

13. New Military Leave Policy

Staff recommends that the City Council authorize and approve a new Military Leave Policy.

Approved new New Military Leave Policy.

14. Approve reallocation of \$95,000 of Sewer Enterprise Funds to the West Street Transmission Main Project (Phase One), CIP 17-08, and increase construction contingency to cover emergency sewer work on Clover Street

Staff recommends that the City Council adopt Resolution No. _____, approving the reallocation of \$95,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to West Street Transmission Main Project (Phase One), CIP 17-08 to cover change order costs to perform emergency repairs on sewer laterals on Clover Street, and approving an increase in the construction contingency for the West Street Transmission Main Project (Phase One), CIP 17-08, by \$95,000.

Adopted Resolution No. 7132, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE REALLOCATION OF \$95,000 OF SEWER ENTERPRISE FUNDS TO THE WEST STREET TRANSMISSION MAIN PROJECT (PHASE ONE), CIP 17-08, AND INCREASING THE PROJECT'S CONSTRUCTION CONTINGENCY PROJECT BY \$95,000.

15. Award Construction Contract for the 2018 Water and Sewer Repair and Replacement Project, CIP #18-09

Staff recommends that the City Council adopt Resolution No. _____, to:

1. Award a construction contract in the amount of \$3,135,279 to Civil Engineering Construction, Inc. for CIP 18-09, 2018 Water and Sewer Repair and Replacement Project and authorize a contract contingency of up to 10% (\$313,528); and
2. Approve the reallocation of \$2,200,000 of Water Enterprise Funds from Water System Leak Detection, Maintenance & Repair, CIP 09-23, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and
3. Approve the reallocation of \$610,000 of Sewer Enterprise Funds from Replacement of Orangeburg Sewer Laterals, CIP 14-03, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09; and
4. Approve the reallocation of \$790,000 of Large Diameter Wastewater Pipeline Repair, Replacement, & Lining, CIP 14-15, to the 2018 Water and Sewer Repair and Replacement Project, CIP 18-09.

Adopted Resolution No. 7133, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING A CONSTRUCTION CONTRACT WITH CIVIL ENGINEERING CONSTRUCTION, INC. IN THE AMOUNT OF \$3,135,279 FOR CIP 18-09, THE 2018 WATER AND SEWER REPAIR AND REPLACEMENT PROJECT.

16. Agreement with Yolo County for Use of City Property at The Woodland Cemetery

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to enter into an agreement with Yolo County for use of City property for a County columbarium.

Adopted Resolution No. 7134, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH YOLO COUNTY FOR USE OF CITY PROPERTY AT THE WOODLAND CEMETERY.

17. FY2018/19 Contract with the Yolo Emergency Communications Agency

Staff recommends that the City Council approve Resolution No. _____, approving the FY2018/19 contract for dispatch services with the Yolo Emergency Communications Agency in the amount of \$2,062,727 and appropriating an additional \$59,566 from the General Fund to supplement the initial budget of \$2,003,161 already appropriated for this contract.

Adopted Resolution No. 7135, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING THE ADDITIONAL APPROPRIATION OF \$59,566 FROM THE GENERAL FUND TO SUPPLEMENT THE INITIAL BUDGET OF \$2,003,161 ALREADY APPROPRIATED FOR DISPATCH SERVICES FOR FY2018/19.

18. Authorize a \$32,911 Budget Appropriation to the Vehicle Replacement Budget and Purchase of Replacement Trees Chipper

Staff recommends that the City Council approve Resolution No. _____, authorizing an additional \$32,911 appropriation to the Vehicle Replacement Fund and authorize the purchase award of a replacement trees chipper to Morbark, LLC in the amount of \$81,604 under the National Joint Powers Alliance (NJPA) Contract #062117-MBI.

Adopted Resolution No. 7136, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AUTHORIZING AN ADDITIONAL \$32,911 BUDGET APPROPRIATION TO THE VEHICLE REPLACEMENT BUDGET AND THE PURCHASE OF A REPLACEMENT TREES CHIPPER.

19. Increase the Fiscal Year 2018/2019 Tree Rebate Program Budget by \$1,400

Staff recommends that the City Council approve Resolution No. _____, authorizing an FY 2018/2019 appropriation of \$1,400 in support of the City's Tree Rebate Program.

Adopted Resolution No. 7137, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING AN INCREASE TO THE FISCAL YEAR 2018/2019 TREE REBATE PROGRAM BUDGET.

20. Approval of Final Map 5092, Oyang South, and the associated Subdivision Improvement Agreement

Staff recommends that the City Council adopt Resolution No. _____, a Resolution of the City Council 1) approving Final Map 5092, Oyang South; 2) approving the Subdivision Improvement Agreement for Final Map 5092 and authorizing City Manager to sign on behalf of the City; and 3) authorizing the City Manager to approve amendments to the Subdivision Improvement Agreement for the extension of time.

Adopted Resolution No. 7138, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND APPROVING FINAL MAP 5092 AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA INC., A CALIFORNIA CORPORATION FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.

21. Yolo County Grand Jury Response – The Looming Crisis of Yolo County City Pension and Retirement Medical Costs

Staff recommends that the City Council authorize the City Manager to submit a formal response on behalf of the City Council to the 2018 Grand Jury Report: Looming Crisis of Yolo County City Pension and Retirement Medical Costs.

Authorized City Manager to submit a formal response on behalf of the City Council to the 2018 Grand Jury Report: Looming Crisis of Yolo County City Pension and Retirement Medical Costs.

On a motion by Council Member Davies, seconded by Council Member Stallard and carried unanimously on a 3-0 vote, Council Members approved Consent Calendar Items No. 6 through 21. Council Member Davies also pulled Consent Calendar item No. 17, FY 2018/19 Contract with the Yolo Emergency Communications Agency for discussion and requested, along with Council Member Stallard, that this item be placed on a future agenda to discuss options.

Ayes: Council Member Davies, Stallard and Rodriguez

Noes: None

Absent: Council Member Barajas and Fernandez

J. REPORTS OF THE CITY MANAGER

22. Receive Update for the Southeast Area Pool Project

Staff recommends that the Council:

- 1) receive an update regarding the Southeast Area Pool Project and
- 2) designate a subcommittee tasked with exploring funding options for the development and operation of a southeast area aquatic facility.

Received an update from Brent Meyer, City Engineer regarding the Southeast Area Pool Project.

23. Animal Shelter Planning Options

Staff recommends that the City Council:

- 1) receive a report on alternatives being considered for a new Yolo County Animal Shelter, and
- 2) consider City participation on a working group of elected officials to explore the possible establishment of a joint governance mechanism to collaboratively develop and operate new animal shelter to serve Yolo County.

Received a report from City Manager Paul Navazio on alternatives being considered for a new Yolo County Animal Shelter.

K. ADJOURN

Meeting adjourned at 08:02 PM.

Respectfully submitted,

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: G.3.
SUBJECT: Proclamation in Support of Prostate Cancer Awareness Month

Recommendation for Action:

Staff recommends that the City Council adopt a Proclamation supporting the American Cancer Society Prostate Cancer Awareness Month, September 2018, and encouraging all male citizens to actively play a part in their health by seeking early detection methods.

Staff Contact:

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

Background:

As has been customary for the last several years, Council has been asked to proclaim their support for September 2016 as the American Cancer Society "Prostate Cancer Awareness Month". Council has shown their support in the past by proclaiming the month of September as the specific month to raise the awareness of this disease affecting men primarily over the age of 40.

Discussion:

The American Cancer Society has actively supported many efforts to eradicate and eliminate the various forms of cancer in our society. The cancer survival rate has steadily increased due to earlier detection and methods. Encouraging citizens to take an active part in their health by providing methods and information to raise the awareness of the need for early detection has been a large part of that survival rate. Some little known facts are attached regarding the disease and statistics regarding this and other forms of cancer.

Prepared By: Ana B. Gonzalez, City Clerk

Attachments:

1. Prostate Cancer Proclamation-2018

A handwritten signature in black ink, appearing to read "Paul Navazio".

Paul Navazio, City Manager

PROCLAMATION

Prostate Cancer Awareness Month – September 2017

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of cancer deaths in men; and

WHEREAS, the American Cancer Society estimates there will be 164,690 new cases of prostate cancer in the USA in 2018, resulting in an estimated 29,430 deaths; and

WHEREAS, it is estimated 15.190 men in California will be diagnosed with prostate cancer this year and it is estimated 3,490 California men will die from this disease; and

WHEREAS, Black men in the USA and Caribbean have the highest documented prostate cancer incidence rates in the world; and

WHEREAS, early prostate cancer usually has no symptoms and studies suggest strong familial predisposition may be responsible for 5% to 10% of the disease cases; and

WHEREAS, advanced prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs, or other areas in the body; and

WHEREAS, the 5-year survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 30% when it spreads to the other parts of the body; and

WHEREAS, the American Cancer Society recommends that men should have an opportunity to make an informed decision about whether to be tested for prostate cancer based on their personal values and preferences; and

WHEREAS, prostate cancer treatment decisions should be based on clinician recommendations and patient values and preferences; and

WHEREAS, the Woodland City Council joins communities across our nation to increase the awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer.

NOW, THEREFORE, BE IT RESOLVED, that the Woodland City Council proclaims September 2018 as Prostate Cancer Awareness Month.

Dated this 5th day of September, 2017.

Angel Barajas, Mayor

Enrique Fernandez, Mayor Pro Tem

Marlin “Skip” Davies, Council Member

Xochitl Rodriguez, Council Member



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: H.4.
SUBJECT: Appoint Member to the Personnel Board

Recommendation for Action:

Staff recommends that the City Council appoint Robert Nelson to the Personnel Board.

Staff Contact:

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

Report in Brief:

The Personnel Board currently has one vacancy left by Donna Slattery who resigned on December 18, 2017.

Previously the Council had approved the appointment of a member to the Personnel Board, only to find out that they were not a Woodland resident, even though staff did ask the question on more than one occasion.

Staff has received an application from Robert Nelson. Human Resources Manager has reviewed Mr. Nelson's application and believes he has desirable qualifications for the Personnel Board.

It is staff's recommendation that Mr. Nelson be appointed to fill the vacancy left by Ms. Slattery for a term ending December 31, 2020.

Conclusion:

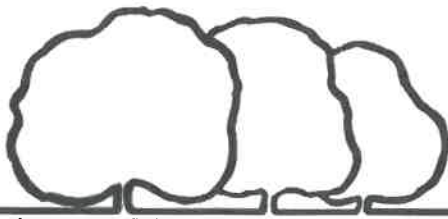
Staff recommends that the City Council appoint Robert Nelson to the Personnel Board.

Prepared By: Ana B. Gonzalez, City Clerk

Attachments:

1. Robert Nelson Application_1

A handwritten signature in black ink, appearing to read "Ana B. Gonzalez", is written over the attachment list.



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

FOR BOARD AND COMMISSION APPLICANTS AND APPOINTEES

PUBLIC CONTACT FORM (please print)

Name: ROBERT NELSON Address: 1975 MAXWELL AVE #104

WOODLAND, CA 95776

Home/Contact Telephone Number:

530-723-5449

Work Telephone Number:



E-Mail Addresses

NELSONLAW98@YAHOO.COM

Should a member of the public desire to contact you concerning your representation on a Board or Commission, the City Clerk may release the following information (please check those that apply):

☒ Home Address

☐ Work Phone Number

☒ Home Phone Number

☐ Work Address

☒ E-Mail Address

☐ Please do not release any of this information

FOR STAFF USE ONLY

Board, Commission or Committee Application for: _____

Date Council Member Interview Scheduled for: _____

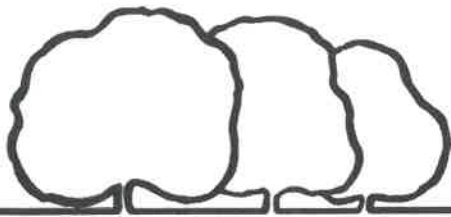
Council Members Conducting the Interview: _____ / _____

If Appointed, Date of Council Action: _____

RECEIVED

JUL 02 2018

CITY CLERK'S OFFICE



City of Woodland

City Clerk

300 First Street

Woodland, California 95695

FAX

(530) 661-5806

(530) 661-5813

CITY BOARDS AND COMMISSIONS APPLICATION

Name of applicant:

Robert Nelson

My first choice is for appointment to the Board or Commission.

Board of Building Appeals

If I am not selected for my first choice, I am interested in serving on the following Boards and Commissions (Note: one may serve on only one Board, Commission or Committee at any one time):

☐ Board of Building Appeals

☐ Commission on Aging

☐ Historical Preservation Commission

☐ Library Board of Trustees

☐ Manufactured Homes Fair Practices Commission

☒ Parks and Recreation Commission

☒ Personnel Board

☐ Planning Commission

☐ Traffic Safety Commission

Please Note: Members of the Historical Preservation Commission, Library Board, Manufactured Homes Fair Practices Commission and Planning Commission are required to annually file Statements of Economic Interest forms disclosing such information as: -- investments, interests in real property, income, loans, etc. -- mailing address and telephone number

This information is a public record and these statements are available to the public upon request.

All Board and Commission Members are required by State Law to take a two hour ethics training course every two years. You will be notified of the next scheduled test.

The Interview Team will make recommendations for appointment to various Boards and Commissions. If there is no current vacancy, you will be placed on a waiting list.

I have business connections and/or investments that may result in possible conflict of interest. ☐ Yes ☒ No

I reside within the City limits of the City of Woodland.

☒ Yes ☐ No

Are you currently serving on a City Board or Commission? _____ Yes ☒ No

If yes, please state which _____

Employment experience: Basically from 3yrs in US Army into
a CAREER in Construction Management and Law
Practice. Complete details sent via email, or
check online at "linked in" Robert Nelson, Attorney
AC

Organization and community activity experience: Have been a Senior
Manager/Director on several Major Construction Projects
including, City of VANU, SAUDI ARABIA Construction,
Airport and Medical School, Additional References: Pipelines
etc

Other experience you have had which would help Council with a decision as to your qualifications to serve: Have spent many hours appearing in
front of City Councils, HOA Boards, Architectural
Boards, Licensing Boards for various Construction
Companies and Clients

Educational background and other training: BA Economics, JD Law,
LL.M. International Law. CPCM - Certified Professional
Contract Manager by NICMA (sent resume in via email)
Also, see "linked in" bio Robert Nelson, Attorney

Why are you interested in serving on a City Board or Commission? Civic Duty

Please provide information on two personal or professional references:

Name	Address	Phone No.
<u>Sharon Harrison</u>	<u>1901 AMADOR, DAVIS, CA.</u>	<u>530-756-4416</u>
<u>Chuck Emery</u>	<u>32 DERWOOD CT., SAN RAFAEL, CA.</u>	<u>415-460-6626</u>

Robert Nelson
Signature of Applicant

27 June 2018
Date

Please return application to:

Office of the City Clerk
City Hall
300 First Street
Woodland, CA 95695

Note: Staff will contact you to schedule an interview with the City Council as scheduling permits.

ROBERT F. NELSON
1975 Maxwell Ave, B-104
Woodland, CA 95776
530-723-5449
Nelsonlaw98@yahoo.com

Professional Profile

Contract Management Professional, Attorney and Teacher/Instructor with experience in the management of contracts departments, and/or, all tasks associated with the complete contracting cycle. Proven leader with vision, organizational skills and analytical ability leading to a record of accomplishment. Hands on Manager, Teacher & Attorney.

Education

Golden Gate University School of Law, San Francisco, California
L.L.M. International Law (1998)
Faulkner University, Thomas Goode Jones School of Law, Montgomery, Alabama
J.D. Law (1997)
Golden Gate University, San Francisco, California
B.A. Economics (1969)

Professional Experience

Nelson Law, LLC, U.S. and Abroad

SENIOR PARTNER, ATTORNEYS AND COUNSELORS AT LAW (2001-2007, 2012-2018)
12+ years leading a multifaceted law firm primarily with commercial issues.

- Engaged in active practice of law in a general practice (State, Federal & International)
- Specialties included: Commercial Litigation, Insurance Disputes, Construction Disputes/Claims, Criminal Law, Employment Law and Mediation
- Personally taken over 40 cases to trial.

Bechtel Corporation, Montreal, London, Indonesia, Alaska

PRIME CONTRACT MANAGER, CLAIM MANGER, SR. C/A, EXPEDITOR

4+ years of experience with Bechtel Companies on a Project Assignment basis.

Projects included:

- Montreal- Mining & Metals Smelter Project destined for Saudi Arabia (2009-2010)
- London- Tube lines/London Underground Project (2008-2009)
- Indonesia- LNG and Oil Tank Farm and Pipeline Construction Project (1975-1976)
- Alaska- 798 mile Pipeline Project (1974-1975)

Fluor Daniel Corporation, U.S., South Africa, Saudi Arabia and Kuwait

DIRECTOR I, CONTRACT MANAGEMENT, SUBCONTRACT MANAGER, ADVISOR, SR. C/A.

12+ years of experience with Fluor Daniel Companies on a Project Assignment basis.

- Kuwait- New Refinery Project, 615,000 BPD for client KNPC (2007-2008)
- Saudi Arabia- King Abdul Aziz University Project (1987-1990 & 1992-1994)
- South Africa- Coal Gasification Plant (1979-1981)
- Saudi Arabia- King Abdul Aziz Airport Project (1977-1979)

Other Consulting Clients/Employers

EPIK Telecommunications, U.S. (Company dissolved as a result of 9/11)

DIRECTOR OF CONTRACT ADMINISTRATION AND PURCHASING (2000-2001)

This was a start-up company. Developed Contracts, Purchasing and Risk Management Departments from 0 to 29 employees during my tenure. Company dissolved in 12/01.

General Electric Corporation, Power Division, U.S.

CONTRACT MANAGER

Black and Veatch, Inc. Power Division, Indonesia and South Africa

COMMERCIAL MANAGER/ CLAIMS COUNSEL

International Construction Consultants, Inc., U.S. and Egypt

CONTRACTS MANAGER/COUNSEL

Euro Disney Imagineering, S.A.R.L., France

DIRECTOR, CONSTRUCTION CONTRACT ADMINISTRATION

Santa Fe Braun International, Kuwait

SUBCONTRACT MANAGER

Hughes Aircraft Corp. U.S., Kuwait and Riyadh, KSA

SUBCONTRACT MANAGER (USAF, RSAF, Project)

Harbert Construction Company, Middle East

SUBCONTRACT MANAGER (US Army COE Project)

LICENSES/MEMBERSHIPS

Alabama State and Federal Courts

11th U.S. Court of appeals

U.S. Supreme Court

International Bar Association

Certified Professional Contract Manager (CPCM, 2842)

Additional Professional information located online @ "Linked-In", com: See, Robert Nelson, Montgomery, AL, Attorney and Counselor at Law



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: H.5.
SUBJECT: Approve Amendment #7 to Agreement with the Ferguson Group for Federal Representation and Advocacy Services for Flood Mitigation.

Recommendation for Action:

Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #7 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

Staff Contact:

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

Fiscal Impact:

The City Council has authorized the expenditure of up to \$3.55 million to develop the lower Cache Creek Feasibility Study, #09-15. The cost of the advocacy services is considered part of the project budget. This will be the eighth year with the Ferguson Group at a cost of \$40,000 per year. The project is being funded by the storm drain enterprise fund through a long-term loan from the sewer enterprise fund.

Background:

In September of 2011, the City Council approved an agreement with the Ferguson Group to provide federal advocacy on the City's behalf to help with the City's need to develop comprehensive federal government relations to secure federal financial assistance for solving flood problems associated with Cache Creek. The original agreement was for a 12 month period. Subsequently, Council has approved Amendments to that contract whereby each extended the contract 12 months at an additional cost of \$40,000. The current contract amendment expired August 31, 2018.

Discussion:

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

The City and the Ferguson Group will continue to advocate for additional federal funding for the project, ultimately seeking construction funding. The City's consultant team, staff, and the Flood Control Advisory Committee have been working diligently to define the locally preferred project and will continue to work with the Army Corps of Engineers (Corps) and the Department of Water Resources to try to define a project that works for the Woodland community at the least cost for the federal, state and local sponsors. Recent efforts and near term ongoing efforts include work to obtain additional Federal funding and restart the study at the Corps and working with Corps staff in Washington, DC.

Conclusion:

Staff recommends that the City Council adopt Resolution No. _____, authorizing Amendment #7 to extend the Ferguson Group agreement for an additional 12 months for an amount not to exceed \$40,000.

Prepared by: Tim Busch, Principal Utilities Engineer

Attachments:

1. Resolution
2. Agreement
3. Amendment #7

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" being more prominent than the last name "Navazio".

Paul Navazio, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CONTRACT AMENDMENT #7 WITH THE FERGUSON GROUP FOR
FEDERAL REPRESENTATION AND ADVOCACY SERVICES FOR FLOOD
MITIGATION**

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

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

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

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

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

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

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

WHEREAS, the current contract amendment expired on August 31, 2018; and

WHEREAS, the City desires the consultant to continue in necessary advocacy efforts with the Senate, House of Representatives, and Army Corps of Engineers with a goal of ultimately receiving federal funding for a future Cache Creek flood mitigation project; and

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

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

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

Section 1. The City Council hereby authorizes the City Manager to execute the amendment with the Ferguson Group subject to City Attorney approval. The City Attorney is hereby authorized to make clarifying and confirming changes so long as the total dollar amount authorized in the amendment does not change, and

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

PASSED AND ADOPTED this 4th day of September 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

Ana B. Gonzalez, City Clerk



August 16, 2018

Mr. Paul Navazio
City Manager
City of Woodland
300 First Street
Woodland, CA 95695

RE: Request for Extension of Existing Agreement – September 1, 2018 – August 31, 2019

Dear Mr. Navazio:

The Ferguson Group, LLC (TFG) is pleased to submit this request for an extension of our current agreement with the City of Woodland for Washington representation and consulting services for an additional twelve-month period, from September 1, 2018 to August 31, 2019. We seek no change in the rate of compensation (\$40,000 annually, billed in monthly installments of approximately \$3,333.00) and agree to perform the tasks in accordance with our proposal dated August 8, 2011, which was incorporated by reference into the original agreement between the City of Woodland and TFG.

Over the last year, TFG has continued to work with the City and the City's congressional delegation to seek the reactivation of the Lower Cache Creek Feasibility Study (LCCFS). Earlier this calendar year, the South Pacific Division of the U.S. Army Corps of Engineers requested approval from Corps Headquarters to reactivate the LCCFS study. That request is now under consideration by the Corps Director of Civil Works and a favorable decision is expected, imminently. Once the reactivation is approved, TFG will work with the City and the City's congressional delegation to secure sufficient federal resources to complete the Feasibility Study and ready the project for initiation of construction.

TFG also continues to provide assistance to the City of Woodland to identify and secure competitive grant opportunities. TFG provides updates on a weekly basis to the City on new competitive grant opportunities, and assists the City, when requested, with grant research and the review of competitive grant applications prior to submission.

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

Sincerely,

W. Roger Gwinn
CEO

ARTICLE 1. PARTIES AND DATE

This Seventh Amendment to the Professional Services Agreement (“Seventh Amendment”) dated as of the ____ day of September 2018 is entered into by and between the City of Woodland (“City”) and The Ferguson Group, a Limited Liability Company (“Consultant”).

ARTICLE 2. RECITALS

2.1 City and Consultant entered into that certain Professional Services Agreement dated September 6th, 2011 (“Agreement”), whereby Consultant agreed to provide services described in Exhibit A of the original agreement.

2.2 City and Consultant now desire to amend the Agreement to:

- include additional compensation,
- extend the term of the Agreement to include the period from September 1, 2018 to August 31, 2019 in accordance with the Consultant’s proposal dated August 8, 2011 attached to the original agreement. The total additional compensation for the Seventh Amendment shall not exceed (\$40,000.00).

ARTICLE 3. TERMS

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**Seventh Amendment To Professional Services Agreement Between The City Of Woodland
And The Ferguson Group** **CM# 000076**

City Of Woodland

The Ferguson Group, LLC

By: _____
Paul Navazio
City Manager
City of Woodland

By:  _____
W. Roger Gwinn
CEO
The Ferguson Group, LLC

Date: _____

Date: 8-16-2018

ATTEST:

Ana B. Gonzalez, City Clerk



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: H.6.
SUBJECT: Approval of Subrecipient Agreements with the Yolo Wayfarer Center
Funded through the 2017 Continuum of Care Program Competition.

Recommendation for Action: Staff recommends that the City Council approve Resolution No. , authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2017 Continuum of Care program competition in the aggregate amount of \$265,016 and authorizes the Finance Officer to amend the budget as necessary.

Staff Contact:

Dan Sokolow, Senior Planner – (530) 661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact:

The Department of Housing and Urban Development (HUD) will provide a portion of the three grants, \$16,753, for administration in order to defray the City's costs in administering the grants.

Background:

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

Discussion:

In 2017, the City applied for four separate CoC grants. HUD awarded the City three renewal grants and has issued a grant agreements/scopes of work for the awarded grants: Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2017 (\$150,875 award), Consolidated Permanent Supportive Housing for Chronically Homeless 2017 (\$89,832 award), and Bonus Project (2016) for Chronically Homeless 2017 (\$24,309 award).

HUD did not award funds for the fourth grant application, 2017 Bonus Permanent Supportive Housing for Chronically Homeless (\$29,473 grant application). The grants awarded the City will be used by the Yolo Wayfarer Center to provide permanent supportive housing for chronically homeless individuals and families. All of the individuals assisted by the grant will receive supportive services.

Conclusion:

Staff recommends that the City Council approve Resolution No. _____, authorizing the City Manager to execute three subrecipient agreements in substantially the same form presented to the City Council with the Yolo Wayfarer Center (dba Fourth and Hope) funded through the 2017 Continuum of Care program competition in the aggregate amount of \$265,016 and authorizes the Finance Officer to amend the budget as

necessary.

Prepared by: Dan Sokolow, Senior Planner

Review by: Christine Engel, CSD Director

Attachments:

1. Resolution
2. Subrecipient Agreement - Reallocation
3. Subrecipient Agreement - Consolidated
4. Subrecipient Agreement - Bonus

A handwritten signature in black ink, appearing to read "Paul Navazio". The signature is fluid and cursive, with the first name "Paul" and last name "Navazio" clearly distinguishable.

Paul Navazio, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WOODLAND TO EXECUTE A SUBRECIPIENT
AGREEMENTS WITH THE YOLO WAYFARER CENTER FOR 2017
CONTINUUMM OF CARE PROGRAM GRANTS**

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

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

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

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1: This City Council hereby authorizes the City Manager to execute three subrecipient agreements in substantially the same form as presented to the City Council with the Yolo Wayfarer Center in the following amounts and any other documents necessary to implement this program.

1. \$150,875, Reallocation (2015) Permanent Supportive Housing for Chronically Homeless 2017
2. \$89,832, Consolidated Permanent Supportive Housing for Chronically Homeless 2017
3. \$24,309, Bonus Project (2016) for Chronically Homeless 2017

Section 2: This City Council hereby authorizes the Finance Officer to amend the budget and make all changes necessary to accomplish the foregoing;

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

PASSED AND ADOPTED on this 4th day of September, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

**2017 CONTINUUM OF CARE PROGRAM
(Reallocation Permanent Supportive Housing for Chronically Homeless
2017)**

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this _____ day of _____, 2018 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

- A.** WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) for the Calendar Year 2017 (but PY 2018/19).
- B.** SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2016 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 2017 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.
- E.** On or about March 15, 2018, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2017 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 One Hundred Fifty Thousand, Eight Hundred Seventy-Five Dollars (\$150,875) (less administrative costs of \$9,450 retained by City) (the Grant”) subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

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

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

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

- A. The sum of One Hundred Fifty Thousand, Eight Hundred Seventy-Five Dollars (\$150,875) 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, 2018 and shall terminate on January 31, 2019 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
FAX No. (530) 666-7257

If to SUBRECIPIENT:

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

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

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

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

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

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

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

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

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

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

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default 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 and charter city

Dated: _____

By: _____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _____
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit public benefit corporation

Dated: _____

By: _____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

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

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95695.

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

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

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

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

- A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
- B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

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

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

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports

submitted by SUBRECIPIENT. From the grant amount of One Hundred Fifty Thousand, Eight Hundred Seventy-Five Dollars (\$150,875), WOODLAND shall retain a total of Nine Thousand Four Hundred Fifty Dollars (\$9,450) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Reallocation Permanent Supportive Housing for Chronically Homeless 2017) following the submission of invoices with attached documentation in a format acceptable to WOODLAND. Total reimbursement for costs associated with the Supportive Housing Program shall not exceed the total grant amount of One Hundred Fifty Thousand, Eight Hundred Seventy-Five Dollars (\$150,875) less City administrative costs of (\$9,450) in the amounts listed in Exhibit E—Operating Budget.

EXHIBIT C—COVENANTS RE: USE OF FEDERAL FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Records Retention. Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained by 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, 2018 and terminating on January 31, 2019.

EXHIBIT E—OPERATING BUDGET

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

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	59,099		
2. Supportive Services*	38,400		
3. Operations**	43,926		
4. HMIS ***	0		
5. SHP Request (subtotal lines 1 thru 4)	141,425		
6. Administration	9,450		
7. Total CoC Request (total lines 5 and 6)	150,875		

* By law, CoC can pay no more than 80% of the total supportive services budget.

** By law, CoC can pay no more than 75% of the total operating budget.

*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

**2017 CONTINUUM OF CARE PROGRAM
(Consolidated Permanent Supportive Housing for Chronically Homeless
2017)**

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this _____ day of _____, 2018 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

- A.** WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) for the Calendar Year 2017 (but PY 2018/19).
- B.** SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2017 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 2017 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.
- E.** On or about March 15, 2018, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2017 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 Eighty-Nine Thousand, One Hundred Fifty-Nine Dollars (\$89,832) (less administrative costs of \$5,618 retained by City) (the Grant”) subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

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

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

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

- A. The sum of Eighty-Nine Thousand, Eight Hundred Thirty-Two Dollars (\$89,832) shall be distributed upon receipt by WOODLAND from SUBRECIPIENT periodic performance reports in accordance with the proposed program goals and accomplishments that are reasonably satisfactory to the Community Services Director.

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

- A. WOODLAND shall have received and approved the Operating Budget pursuant to and in accordance with Section 6 of this Agreement.
- B. WOODLAND shall have received all insurance certificates and endorsements required by it pursuant to and in accordance with Section 5.1 of this Agreement.
- C. WOODLAND shall have received evidence that SUBRECIPIENT is a corporation duly organized and existing as a California non-profit corporation presently in good standing; that SUBRECIPIENT has the power as a corporation to enter into this Agreement; that all documents executed by SUBRECIPIENT pertaining to the Grant are valid and

binding obligations; and that the officers and agents executing such documents are duly empowered and authorized to execute them.

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

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

Section 3. Term.

The term of this Agreement (the “Term”) shall commence on March 1, 2018 and shall terminate on February 28, 2019 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
FAX No. (530) 666-7257

If to SUBRECIPIENT:

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

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

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

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

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

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

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

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

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

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

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default 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 and charter city

Dated: _____

By: _____
Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _____
Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER
a California non-profit public benefit corporation

Dated: _____

By: _____
Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

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

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95695.

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

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

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

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

- A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
- B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

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

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

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports

submitted by SUBRECIPIENT. From the grant amount of Eighty-Nine Thousand, Eight Hundred Thirty-Two Dollars (\$89,832), WOODLAND shall retain a total of Five Thousand Six Hundred Eighteen Dollars (\$5,618) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Consolidated Permanent Supportive Housing for Chronically Homeless 2017) 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 Eighty-Nine Thousand, Eight Hundred Thirty-Two Dollars (\$89,832) less City administrative costs of (\$5,618) 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 March 1, 2018 and terminating on February 28, 2019.

EXHIBIT E—OPERATING BUDGET

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

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	46,039		
2. Supportive Services*	16,251		
3. Operations**	21,924		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	84,214		
6. Administration	5,618		
7. Total CoC Request (total lines 5 and 6)	89,832		

* By law, CoC can pay no more than 80% of the total supportive services budget.

** By law, CoC can pay no more than 75% of the total operating budget.

*** By law, CoC can pay no more than 5% of the total HMIS request.

SUBRECIPIENT AGREEMENT

By and Between

THE CITY OF WOODLAND

and

YOLO WAYFARER CENTER

for the

**2017 CONTINUUM OF CARE PROGRAM
(Bonus Project Permanent Supportive Housing for Chronically
Homeless 2017)**

funded by the

McKinney-Vento Act

SUBRECIPIENT AGREEMENT

(CONTINUUM OF CARE PROGRAM)

This **SUBRECIPIENT AGREEMENT** (this “Agreement”), dated for purposes of identification only this _____ day of _____, 2018 (the “Date of Agreement”), is made and entered into by and between the **CITY OF WOODLAND**, a municipal corporation and charter city, (“WOODLAND”) and **YOLO WAYFARER CENTER**, a California non-profit corporation (“SUBRECIPIENT”).

RECITALS

- A.** WOODLAND is the recipient of (McKinney-Vento Act Funds) Homeless Assistance Funds from the United States Department of Housing and Urban Development (“HUD”) for the Calendar Year 2017 (but PY 2019/20).
- B.** SUBRECIPIENT proposes to provide the following scope of services for one Continuum of Care Program component: Permanent Supportive Housing for chronically homeless individuals, increasing the number of participants served in the SUBRECIPIENT’S Permanent Supportive Housing Program. The clients of the program will be provided with supportive services. The SUBRECIPIENT’S mailing address is as follows: Yolo Wayfarer Center, P.O. Box 1248, Woodland, California 95776, Attention: Chief Executive Officer.
- C.** SUBRECIPIENT submitted to WOODLAND an application to receive a grant of Homeless Assistance Funds for the Calendar Year 2017 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 2017 and (ii) the execution by WOODLAND and SUBRECIPIENT of an agreement containing substantially the terms and conditions set forth in this Agreement.
- E.** On or about March 15, 2018, HUD informed WOODLAND of approval of Homeless Assistance Funds available under the 2017 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 Twenty-Four Thousand, Three Hundred Nine Dollars (\$24,309) (less administrative costs of \$1,685 retained by City) (the Grant”) subject to all of the terms, covenants, and conditions of this Agreement. SUBRECIPIENT shall use the Grant Proceeds to provide Permanent Supportive Housing for chronically homeless individuals as identified in Attachment A—Scope of Services.

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

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

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

- A. The sum of Twenty-Four Thousand, Eighty-Five Dollars (\$24,309) 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 April 1, 2019 and shall terminate on March 30, 2020 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
FAX No. (530) 666-7257

If to SUBRECIPIENT:

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

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

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

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

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

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

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

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

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

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

10.12 Non-Liability of Members, Officials, and Employees of WOODLAND. No member, official, or employee of WOODLAND shall be personally liable to SUBRECIPIENT, or any successor in interest, in the event of any Default 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 and general law city

Dated: _____

By: _____

Paul Navazio
City Manager

ATTEST:

ANA GONZALEZ, CITY CLERK

By: _____

Ana Gonzalez
City Clerk

“SUBRECIPIENT”

YOLO WAYFARER CENTER

a California non-profit public benefit corporation

Dated: _____

By: _____

Doug Zeck
Chief Executive Officer

EXHIBIT A—SCOPE OF SERVICES

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

Section 1. Maintain Office. Throughout the term of this Agreement, to provide the Services, SUBRECIPIENT shall manage and operate its proposed programs at the designated locations and provide its mailing address at P.O. Box 1248, Woodland, CA 95776 and maintain its office located at 201 Fourth Street, Woodland, CA 95695.

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

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

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

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

- A.** The amount expended or incurred by SUBRECIPIENT and due and payable for Salary and Benefits, and Costs for such reporting quarter.
- B.** Evidence reasonably satisfactory to the Community Development Director showing that allowable costs and expenses for which SUBRECIPIENT seeks reimbursement were actually incurred in the reporting field.

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

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

Section 5. Administration of Grant Funds. Throughout the term of this Agreement, WOODLAND shall administer the grant funds as well as review the Quarterly Reports

submitted by SUBRECIPIENT. From the grant amount of Twenty-Four Thousand, Three Hundred Nine Dollars (\$24,309), WOODLAND shall retain a total of One Thousand, Six Hundred Eighty-Five Dollars (\$1,685) for its grant administration costs.

EXHIBIT B—SCHEDULE OF COMPENSATION

SUBRECIPIENT will be reimbursed for approved costs associated with the implementation of the Permanent Supportive Housing Program component (Bonus Project Permanent Supportive Housing for Chronically Homeless 2017) 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 Twenty-Four Thousand, Eighty-Five Dollars (\$24,085) less City administrative costs of (\$1,685) 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 April 1, 2019 and terminating on March 30, 2020.

EXHIBIT E—OPERATING BUDGET

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

	CoC Request	Applicant Cash+	Total Project Budget+
1. Real Property Leasing	20,604		
2. Supportive Services*	0.00		
3. Operations**	2,020		
4. HMIS ***	0.00		
5. SHP Request (subtotal lines 1 thru 4)	22,624		
6. Administration	1,685		
7. Total CoC Request (total lines 5 and 6)	24,309		

* By law, CoC can pay no more than 80% of the total supportive services budget.

** By law, CoC can pay no more than 75% of the total operating budget.

*** By law, CoC can pay no more than 5% of the total HMIS request.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: H.7.
SUBJECT: Approve Increase in Maximum Loan Amount for First Time Homebuyer Loan Assistance Program

Recommendation for Action: Staff recommends that the City Council approve an increase in the maximum loan amount from \$75,000 to \$90,000 for the City's First Time Homebuyer Loan Assistance program.

Staff Contact:

Dan Sokolow, Senior Planner – (530) 661-5927, dan.sokolow@cityofwoodland.org

Fiscal Impact:

There is no impact to the General Fund. The expenditures for the loans are covered by repaid BEGIN, CalHome, and HOME housing loans (program income).

Background:

The City has received several CalHome, BEGIN, and HOME grants since the 1990s to fund first time homebuyer assistance and affordable housing project loans. Although the City does not have a current housing grant, it has relied on CalHOME, BEGIN, and HOME program income to fund its loan assistance program.

The first time homebuyer loan assistance program provides second loans (gap funding assistance) for households earning no more than 80% of the countywide median household income, adjusted for household size. Repayment of each loan is deferred for up to 30 years or upon resale, whichever occurs first. The City charges interest at the rate of 3% simple and begins to forgive accrued interest after 21 years of home ownership. There is an owner-occupancy requirement and the City annually monitors this as well as proof of homeowner insurance.

Discussion:

Approximately \$900,000 is available in program income (CalHOME, BEGIN, and HOME funds) to fund first time homebuyer loans and there is strong interest in the loan program; however, the City has not closed on a loan since October 2016. The increase in home prices over the last four to five years and the limited income of the some of the loan program participants have created challenges in the City's efforts to assist low income families purchase homes.

Conclusion:

Staff recommends that the City Council approve an increase in the maximum loan amount from \$75,000 to \$90,000 for the City's First Time Homebuyer Loan Assistance program.

Prepared by: Dan Sokolow, Senior Planner

Reviewed by: Christine Engel, CSD Director

Attachments:

None

A handwritten signature in cursive script, appearing to read "Paul Hargis". The signature is written in dark ink on a white background.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: H.8.
SUBJECT: Ratification of Resolution No. 7127 related to rejection of bids for 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16

Recommendation for Action:

Staff recommends that the City Council ratify Resolution No. 7127 previously adopted at the July 17, 2018 meeting rejecting all bids from the July 10, 2018 Bid Opening for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

Staff Contact:

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

Discussion:

This item was previously submitted to the City Council on the July 17, 2018 meeting agenda under the Consent Calendar. At the meeting, Council Member Davies made a motion to move Consent Calendar items No. 3 through 15, and the motion was seconded by Council Member Stallard. After the motion was made and seconded, Council Member Stallard recused himself from voting on Item No. 13. However, a separate motion should have been made without Council Member Stallard voting, as he had recused himself due to a conflict of interest.

At this time, staff is recommending that Council Members ratify Resolution No. 7127, A Resolution of the City Council of the Woodland Rejecting All Bids from the July 10, 2018 Bid Opening for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16.

Attachments:

1. Reso_7127 Resolution_Reject_ReAuthorizeBid_2018


Paul Navazio, City Manager

RESOLUTION NO. 7127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND REJECTING ALL BIDS FROM THE JULY 10, 2018 BID OPENING FOR THE 2018 DOG GONE ALLEY WATER AND SEWER REPLACEMENT PROJECT, CIP #19-16

WHEREAS, the City Council originally approved the plans and specifications and authorized advertisement of bids on June 5, 2018; and the City opened bids on July 10, 2018; and

WHEREAS, on July 10, 2018 the City of Woodland received 7 bids for the 2018 Dog Gone Alley Water and Sewer Replacement Project; and

WHEREAS, the City Council wishes to reject all bids from the July 10, 2018 bid opening for CIP #19-16; and

WHEREAS, the City Council wishes to re-authorize bid advertisement for the 2018 Dog Gone Alley Water and Sewer Replacement Project, CIP #19-16, through adoption of this Resolution.

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

Section 1. The City Council hereby rejects all bids from the July 10, 2018 bid opening for CIP #19-16, 2018 Dog Gone Alley Water and Sewer Replacement Project.

Section 2. The City Council hereby re-authorizes bidding the CIP #19-16, 2018 Dog Gone Alley Water and Sewer Replacement Project.

Section 3. Copies of the Project Plans and Specifications for re-bidding are on file in the City Clerk's office, and are incorporated by reference and made a part of this Resolution.

PASSED AND ADOPTED by the City Council this 17th day of July, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: H.9.
SUBJECT: Adopt Revised Job Descriptions and Approve New Classifications in the Fiscal Budget 2018/19

Recommendation for Action:

Staff recommends that the City Council:

- 1) Adopt Revised Job Classification of Chief Water Systems Operator in the Mid Management Professional Association (MMPA); and
- 2) Authorize filling of the Chief Water Systems Operator, an additional Utility Maintenance Worker I/II in the Woodland City Employees Association (WCEA); and
- 3) Delete one (1) Senior Utility Maintenance Worker and one (1) Utility Maintenance Worker III/IV positions which were approved in the fiscal year 2018/2019 budget.

Staff Contact:

Sheila McShane, Human Resources Manager, 530-661-5807
sheila.mcshane@cityofwoodland.org

Fiscal Impact:

There is a fiscal impact in FY18/19 of \$20,112. The City estimates that cost for the addition of Chief Water Systems Operator, and the Utility Maintenance Worker I/II, and deletion of a Senior Utility Maintenance Worker and Utility Maintenance Worker III/IV will result in an increase of \$20,112. The \$20,112 increase in overall cost will be offset by salary savings due to several months of vacant positions within the Water Department, and a reductions in the discretionary Water Funds. In future years, the additional cost will be absorbed through budget amendment.

Background:

The City has unsuccessfully attempted to fill a Senior Utility Maintenance Worker (SUMW) and Utility Maintenance Worker III/IV (UMW III/IV) vacancies. Based on needs of the Department staff has developed an alternate strategy to provide the necessary management depth. Historically the City has budgeted one (1) SUMW and one (1) UMW III/IV positions to provide supervision for the water systems operational and preventative maintenance crews, as well as providing temporary leadership during absences of the Water System Administrator (WSA). As a midlevel management position it also provides the opportunity for employees to develop their management skills under the supervision of the WSA. Furthermore, due to a declining workforce and increased regulation these positions have remained unfilled despite a number of recruitments, leaving the City without backup management and training opportunities for future WSA candidates.

With this report, staff is proposing the realignment of the one SUMW and one UMW III/IV positions into a modified Chief Water System Operator (CWSO) position and a Utility Maintenance Worker I/II (UMWI/II) position. The critical change to the CWSO position is reducing the certification requirement upon hire. This opens the candidate pool to management from smaller (lower rated) systems because an operator can only earn a certification rating one level higher than the system they work on, regardless of knowledge or competency. The salary range for this position is higher than for the SUMW which should appeal to regional candidates

especially when combined with Woodlands benefit package and quality of life. The one SUMW and 1 UMW III/IV positions salary allocation will fund an additional UMWI/II position which will be assigned primarily to the department's preventative maintenance program. Since this program was instituted two (2) years ago overall system reliability has improved and there has been a significant reduction in both the frequency and duration of afterhours (and expensive) call outs.

Discussion:

This proposed realignment will strengthen the City's Water Distribution division. The CWSO will assist the WSA in planning, directing, and supervising the all operations of the water distribution program for the City of Woodland. The revised CWSO will share responsibility for all Aquifer Storage and Recovery wells, recycled water infrastructure, and will act in a lead capacity representing the City's interests in other water operations (such as the Woodland-Davis Clean Water Agency) when the WSA is absent.

These changes to the CWSO position will allow the City to attract and retain these highly skilled professionals. The CWSO position complements the Utility Maintenance Worker III/IV position adopted last year by providing a career path which incentivizes existing employees to improve both their technical and managerial skills within the structure of the City's water division.

Bringing on an additional UMW I/II will expand the Preventative Maintenance program to avoid emergency field work while provide another pair of hands in those emergencies when they occur.

The changes to the current Chief Water Systems Operator has been approved by the Mid-Management Professional Association (MMPA) and the change to the staff allocations has been approved by the Woodland City Employee Association (WCEA).

Conclusion:

Staff recommends that the City Council Adopt Revised Job Classification of Chief Water Systems Operator in the Mid Management Professional Association (MMPA) and authorize filling of the Chief Water Systems Operator, an additional Utility Maintenance Worker I/II in the Woodland City Employees Association (WCEA). Delete the one (1) Senior Utility Maintenance Worker and one (1) Utility Maintenance Worker III/IV positions which were approve in the fiscal year 2018/19 budget

Prepared By: Sheila McShane, Human Resources Manager

Reviewed By: Sheila McShane, Human Resources Manager

Attachments:

1. Chief Water System Operator
2. RESO Chief Water System Operator and Utlity Maintenance I II



Paul Navazio, City Manager



CHIEF WATER SYSTEM OPERATOR

DEFINITION

Plan and direct technical work involving process, production, treatment, distribution, control, operation, repair and maintenance of the City's water production and distribution systems, and other facilities and programs as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Water Systems Administrator. Exercises direct supervision over certified water treatment and distribution system operators and other maintenance staff. Exercises discretion and independent judgment with respect to assigned duties.

EXAMPLES OF DUTIES

The following are typical illustrations of duties encompassed by the job class but are not an all inclusive or limiting list:

ESSENTIAL JOB FUNCTIONS

Plan, schedule and operate the water production and distribution systems to ensure compliance with all applicable regulations. Coordinate surface water supply to ensure adequate water delivery, and the proper blending of the delivered surface water with supplemental ground water. Plan preventative maintenance functions. Interpret alarms, meters, gauges, computerized SCADA programs, control panels, and test results to determine process control, water quality, production, and distribution criteria. Make daily decisions regarding need for adjustments and changes in system operation to gain improvements in system safety, efficiency, and economy. Schedule operation and maintenance work, ordering of materials, and maintain records. Implement an ongoing preventative maintenance program and accurately maintain and compile records and reports. Assist in hiring, training, supervision and evaluation of personnel. Develop and review progress of projects and work assignments with assigned personnel and assist them in organizing resources. Read and review plans, assist in all water system operations and maintenance, to include telemetry communications with SCADA to the remote well and storage facilities. Establish training program for distribution and production personnel in processes, operation of equipment, preventative maintenance, system control, sampling, safety practices and, recordkeeping. Assist in operating budget preparation for all water system programs. Compile and sign California Department of Public Health mandated water system compliance reports. Regular, predictable, consistent and timely attendance is an essential function of the position, in

that Employee must be present to work on facilities and equipment affecting the public's health and safety

OTHER JOB FUNCTIONS

Review data, analyze results and prepare reports as required. Coordinate with other environmental services programs, such as the City or private laboratories ensuring tests and analysis are complete and a record of results are available for use. Respond to inquiries or concerns from citizens and other departments and agencies. Participate with tours and public presentations related to water system programs. Work with consultants and contractors with regard to system expansions and operations. Oversee and manage maintenance contracts for water system operations. Plan and direct safety and training programs for the water production and distribution facilities. Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Supervisory and training principles and practices of first line management.
- Use, handling and disposal of hazardous chemicals associated with water treatment.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Oversee all State required sampling and reporting requirements including the required response requirements associated with water system contamination.
- Operation, use and applications of computer systems and related software.
- Work safety and accident prevention programs as related to water system facilities.
- Budget development and expenditure control, including development of capital improvement plans.
- SCADA control systems and the data management needed for compliance with local, state and federal regulations.
- State and Federal water rules and regulations governing the treatment and distribution of potable water and related programs.
- Safety programs related to water facilities.

Skill to:

- Develop, interpret and implement Department policies
- Manage, direct, coordinate, and evaluate the work of assigned personnel
- Read and interpret blueprints and plans
- Interpret and apply laws and regulations
- Prepare and present clear, concise, and competent reports, both orally and in writing
- Establish and maintain effective work relationships with those contacted in the performance of required duties

Ability to:

- Supervise and operate a California Division of Drinking Water designated D-5 community water system
- Use a variety of computer software to control water system processes and prepare a variety of reports, spreadsheets and records
- Work independently making appropriate decisions in fast paced, high-pressure situations
- Interact effectively with the public and employees
- Communicate clearly and concisely, both orally and in writing. Supervise and train assigned personnel

Comment [CL1]: Does the “Ability to” imply that they are certified? I mean we also have this under ‘Knowledge of’...

MINIMUM EDUCATION AND EXPERIENCE:

Education:

Associate degree in a technical field related to water systems and/or plant operations, such as engineering, mechanical science, chemistry, biology or an associated discipline. Or, two years of operating a D4 water system in a supervisory, chief or shift operator capacity. Course work from an accredited college/university in a closely related field is a plus.

Comment [CL2]: Is an Associate’s Degree necessary?

Comment [CL3]:

Experience:

Four years of experience in work involving the maintenance and operation of water systems including sampling, and backflow.

License and Certificate:

Required upon hire:

1. Possession of a valid California Driver’s License.
2. Possession of a current Grade-4 Distribution Operator Certificate issued by the California Division of Drinking Water.
3. Backflow Tester certification issued by AWWA or NCBPA

Prior to the end of probation:

1. Obtain Grade 5 Water Distribution Operator Certificate issued by the California Division of Drinking Water within 18 months of hire
2. Possession of a current Grade-2 Water Treatment Plant Operator Certificate issued by the California Division of Drinking Water
3. Cross Connection Specialist Certification from American Water Works Association or Northern California Backflow Prevention Association

ADA COMPLIANCE

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

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

Other Requirements:

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

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

Council Action:

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
APPROVING CHANGES WITHIN THE PUBLIC WORKS – UTILITIES DIVISION.**

WHEREAS, Staff reviewed the Utilities Division and made changes to the structure;
and

WHEREAS, Staff worked with the Division to update the Chief Water Systems
Operator Job Description: and

WHEREAS, staff hereby recommends the addition of the Chief Water Systems
Operator Job classification to the Fiscal year 2018/2019 budget; and

WHEREAS, staff hereby recommends the addition of a Utility Maintenance Worker
I/II to the fiscal year 2018/2019 budget; and

WHEREAS, staff hereby recommends deletion of one (1) Senior Utility
Maintenance Worker (Water) to the fiscal year 2018/2019 budget; and

WHEREAS, staff hereby recommends deletion of one (1) Utility Maintenance
Worker (Water) III to the fiscal year 2018/2019 budget; and

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

Authorizes the addition of a Chief Water Systems Operator and Utility Maintenance
Worker I/II and deletion of one (1) Senior Utility Maintenance Worker and one (1)
Utility Maintenance Worker III.

**PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF
_____, 2018.**

STATE OF CALIFORNIA
COUNTY OF YOLO ss.
CITY OF WOODLAND

APPROVED AS TO FORM



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: I.10.
SUBJECT: Fundraising Agreement for Woodland Tennis Complex at Woodland Sports Park and Update on Other Potential New Sports Park Facilities

Staff recommends that the City Council: (1) Receive the Agreement for Tennis Complex Fundraising between the City of Woodland and Woodland Tennis Club (“Agreement”), and adopt Resolution No. _____, to approve the Agreement; and

(2) Receive an update on current status of the Skate Park, Girls Fast Pitch Softball and Soccer Fields.

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

Fiscal Impact: The cost to design and construct the new tennis complex is estimated at \$3,506,637. The City Council approved allocating seed money in the amount of \$10,000 for the tennis project at the October 17, 2017 meeting. All other funds will be raised by the Woodland Tennis Club and others interested in using the tennis complex. The cost to maintain and operate the new facilities has not yet been determined. Operation costs would be presented to the City Council once sufficient funds have been raised for the construction of the tennis complex. It is assumed that maintenance needs for the tennis complex will be minimal and paid for by the City (with the likely exception of purchasing nets and resurfacing the tennis courts).

Background: On March 6, 2018, the City Council received an update on the conceptual buildout of the Sports Park. Information provided at that time included the updated Woodland Community Sports Park Draft Master Plan for buildout of the Sports Park, as well the cost of approximately \$16 million to design and construct the new recreation facilities identified in the conceptual master plan - Tennis, Soccer, Fastpitch Softball, and Skate Park. The council took action and authorized an additional \$30,000 of Measure E funding for continued design and project management assistance for planning the proposed facilities.

In July 2018, staff updated the Council on the current status on each of the proposed user-group projects included in the Conceptual Master Plan. On July 23, 2018, City staff presented the Proposal from the Woodland Tennis Club for the Tennis Complex to the Parks and Recreation Commission, and the Commission unanimously authorized staff to advance the project to the City Council.

CEQA Determination: The Agreement is not considered a project under the California Environmental Quality Act (“CEQA”) because it does not authorize construction or a physical change in the environment. As such, the Agreement is not a project under CEQA Guidelines 15378 and 15061(b)(3). However, to the extent that the Agreement could be deemed a project under CEQA, it is exempt from further review pursuant to CEQA Guideline 15183(a). Guideline 15183(a) provides that CEQA mandates that projects that are consistent with a community plan or general plan for which an EIR was certified to not require additional environmental review except as may be necessary to evaluate project-specific significant effects. The Agreement here contemplates the eventual construction of tennis courts at the Sports Park. The City Council adopted the Parks, Recreation and Community Services Master Plan 2004 Update on September 21, 2004. The Master Plan designated the

Sports Park at the East Street location and provided new recreational opportunities for the planned Spring Lake Specific Plan and Master Plan Remainder Area communities. Potential environmental impacts from the Sports Park were addressed both in the Spring Lake Specific Plan Environmental Impact Report and Addendum Number 6 to that EIR, which was adopted by the City Council on March 1, 2005. In light of the above, staff recommends that the City Council find the Agreement is exempt from CEQA and direct staff to file a Notice of Exemption with the Yolo County Clerk's Office in conformance with Article 5, Section 15062(a) of the CEQA Guidelines.

Discussion:

Since the last Council meeting; staff has been working with the City Attorney to draft an Agreement for the Tennis Complex, which would establish the framework for the City and the Woodland Tennis Club to move forward with the project. The Agreement identifies the parties, project details including cost estimate, stipulates the fundraising responsibilities of the Woodland Tennis Club, and sets a 5-year time frame with milestones for design commencement for fundraising.

Tennis Complex Fundraising Agreement:

The Agreement is attached for review. The following summarizes some of the elements of the Fundraising Agreement with the Woodland Tennis Club:

Parties: City of Woodland and Woodland Tennis Club

Location: Northwest corner of Community Center and Sports Park, near the intersection of Sports Park Drive and East Street

Elements: 11 lighted tennis courts with fencing, and ac walkway around perimeter, temporary clubhouse with restroom and storage, and permanent clubhouse and 2-3 youth courts. No additional parking, exterior site lighting, or landscaping is proposed. Full scope of project may change depending on funding availability/fundraising success; Woodland Tennis Club would submit subsequent proposals and bids that would be submitted to the City Council to consider approval.

Estimated Cost: \$3,506,637, but actual bids will dictate the amount of funding needed, which will be the full responsibility of the Woodland Tennis Club. Fundraising/City Seed Money: City will give the group up to 5 years to raise the funds, the City will set aside and encumber the \$10,000 seed-money upon execution of Agreement, and once 50% the funds are raised, the Agreement will be amended to update costs, and provide more details to move forward with design and eventual construction.

Woodland Tennis Club Priority/Operations: The City will operate the complex, and may operate in a similar manner to the courts at City Park, which includes set times for lessons, clinics, and social events. The City will prepare a separate agreement/permit that establishes general and priority uses and obligation for maintenance and capital replacement.

Rules and Regulations: Specifics would be developed once design has started. Once the Agreement is executed; the Woodland Tennis Club will commence with fundraising and provide quarterly updates on progress. Staff will keep the City Manager abreast of this progress.

Other Project Updates:

Staff continues to coordinate with the remaining parties interested in partnering with the City to raise funds for the construction of the Skate Park, Girls Fast Pitch Softball, and Soccer. Staff has nearly completed the Fundraising Agreement for the Skate Park, and are working on details of where the funds will be deposited. Staff anticipates bringing the skate park fundraising agreement to the City Council soon. Staff and members of the Parks & Recreation Commission met with Girls Fast Pitch to review and provide feedback on their proposal. Staff will bring the proposal to Council for consideration and further direction. A meeting will be held with the soccer group, in early September, to review the status of their Proposal and provide assistance if needed. Once a Proposal is received, to the City's satisfaction; staff will work with the City Attorney to draft a Fundraising Agreement, which will be brought to Council for review and approval.

Staff recommends that the City Council:

- (1) Receive the Agreement for Tennis Complex Fundraising between the City of Woodland and Woodland Tennis Club, and adopt Resolution No. ____ to approve the Agreement; and
- (2) Receive an update on current status of the Skate Park, Girls Fast Pitch Softball, and Soccer Fields.

Attachments:

1. SportsParkMasterPlan
2. Tennis Club Fundraising Agreement
3. Resolution Tennis Club Sports Park 9 4 18-c2



Woodland Community Sports Park

Master Plan
02/14/2018

1. Tennis Courts, 11

2. Possible Pickleball Courts, 2 (60' X 30' EA)

3. Parking, Typ.

4. Softball Field (200' Outfield)
5. Possible Restroom/ Concessions/Storage Building

6. Optional Softball Field (150' Outfield)

7. Shade Structure
8. Skate Park

9. Geothermal Soccer Field

10. Soccer Field

11. Detention Basin (Top of Slope)

12. Future Parking
13. Future Clubhouse (2,350 sf)

14. Mini Tennis Courts/Possible Pickleball court location

15. Temporary/Mobile Office (Dashed line)
16. Possible Parking

17. Maintenance Drive



**AGREEMENT FOR TENNIS COMPLEX FUNDRAISING
BETWEEN THE CITY OF WOODLAND AND WOODLAND TENNIS CLUB**

This Agreement for Tennis Complex Fundraising ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the CITY OF WOODLAND, a municipal corporation of the State of California ("City") and the Woodland Tennis Club, a California not for profit corporation ("Club").

RECITALS

WHEREAS, City owns certain real property commonly referred to as the City's Sports Park, located at 2001 East Street, Woodland, California; and

WHEREAS, City currently owns, maintains, and operates the entirety of the Sports Park; and

WHEREAS, Club has an interest and desire to have a tennis complex constructed at the Sports Park; and

WHEREAS, City similarly desires to have the tennis complex constructed but lacks the necessary financial resources to construct it, and desires to partner with future users of the tennis complex in order to bring the facility to fruition at the Sports Park; and

WHEREAS, the Club desires to have constructed 11 striped tennis courts with posts and nets, chain link fencing around all sides of the tennis courts, gates to provide access to the tennis courts, light poles for the 11 courts, asphalt walkways around the exterior of the tennis courts, 3 youth tennis courts, a clubhouse, and landscaping w irrigation, all of which shall be referred to in this Agreement as the "Project," the location and preliminary configuration of which are depicted in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, City agrees to set aside an initial investment of funds for the Club's use in exchange for the Club's fundraising for Project costs; and

WHEREAS, this Agreement only authorizes the use of City funds for the Club's eventual use for Project fundraising and does not separately authorize or approve the construction, operation, or maintenance of all or any part of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and subject to the terms, conditions, and provisions hereof, the parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth in full.

2. Cost of Project. The City's estimated cost of the Project is THREE MILLION FIVE HUNDRED SIX THOUSAND SIX HUNDRED THIRTY SEVEN DOLLARS (\$3,506,637) ("Project Cost"). The parties understand and agree that both the scope of the Project and the Project Cost may change over time and that the parties may need to amend this Agreement to reflect such a change(s). The Project Cost includes all of the City's anticipated costs for project management, design, construction, permitting, and inspections, and an assumption of 18% for change orders and an additional 20% contingency. The City uses the annual Construction Cost Index, which averages around three percent per year (3%/year), when estimating project cost increases. The Project Cost is an estimate based on the best available information known to the parties at the commencement of this Agreement; the Project has not been designed or publicly bid yet, and the Project Cost may change based on several contingencies, including, but not limited to, a change(s) to the design and configuration of the Project from the concept design and/or increase in the cost of materials and/or labor.

3. Club's Fundraising.

A. Club's Obligations. The Club agrees to raise funds for the Project Cost. City shall have no control over the manner or mechanism in which the Club chooses to manage, hold, or invest funds or the manner or mechanism in which the Club solicits or receives funds. City shall not direct or authorize any specific fundraising activity; nor shall City prohibit or otherwise interfere with the Club's fundraising activities. The Club shall be solely responsible for soliciting donors, establishing partnerships with local businesses and organizations, and handling all administrative and other responsibilities related to fundraising. If the Club is unable to raise sufficient funds for Project construction, as described in this Agreement, the Club shall be solely responsible for determining the use or distribution of all funds raised.

B. Written Reports. From and after commencement of this Agreement, the Club shall provide City with a quarterly written report (commencing on the quarter starting January 1, April 1, July 1, or October 1) documenting its fundraising progress. Such written progress report may be transmitted in, and by, any format, including delivery by electronic mail.

C. Naming Opportunities. The Club and City shall work together to determine whether there are naming opportunities for donors. If a determination is made that such naming opportunities are available, the Club shall provide a list of the donors and the items to be named to the City so that information may be incorporated into the City's plans for the Project. The Club shall have sole responsibility for determining the dollar amount required for each specific naming opportunity and for entering into any agreements with donors regarding naming opportunities. However, any decision to name the entire Project after a donor shall be made by both the City and the Club, and City reserves the right to have such decision made by the City Council.

Fundraising Agreement Between City and Woodland Tennis Club

4. City's Financial Contribution. Upon commencement of this Agreement, as set forth below in Section 6 below, the City agrees to set aside, and not expend for any other purpose, the amount of TEN THOUSAND DOLLARS (\$10,000.00) ("City Funds") for the Club's use for Project fundraising related expenses and for planning and design. City agrees that the Club may submit invoices for reimbursement from City to the Club, up to the full amount of City Funds, for the Club's expenses related to fundraising marketing. Such reimbursement shall be paid for from City Funds.

5. Contracts for Design and Construction of Project.

A. Commencement of Design Work. Upon the Club's presentation to the City of evidence, to the City's satisfaction that it has raised, or otherwise has available as a contribution to the Project Cost, the amount of at least one half of the Project Cost, the City shall execute a contract with a Landscape Architect to proceed with preparation of a design plan for the Project. The choice of contractor and method of purchasing shall be within the City's sole discretion, subject to the City's purchasing and procurement policy.

B. Preliminary Concept Plans. The Club may provide design plans for the Project, to be incorporated into the City's plans.

C. Payment. Prior to the City's execution of any contract for the Project, the Club shall deposit with the City the full amount of the contract plus an additional ten percent (10%) of the contract to cover unanticipated changes. The Club shall at all times after making the initial deposit keep a minimum of Ten Thousand Dollars (\$10,000.00) on deposit with the City, and the City shall inform the Club whenever the balance is close to reaching \$10,000. Upon receiving notice from the City, the Club shall replenish the deposit within seven (7) business days. The City shall be solely responsible for making the payments to the contractors, pursuant to the terms of the City's agreement. The City shall first use any remaining City Funds (as set forth in Section 4 above) to pay the landscape architect and shall, thereafter, draw from the amount the Club has on deposit with the City to pay the landscape architect and any other contractors it may engage for the Project.

D. Design Review Process. The Club and the City desire to work together in the design-review process; however the City shall have final approval of the design elements.

E. Final Cost. After the City receives the final design from the Landscape Architect, the City shall revise its cost estimate ("Revised Cost"). If the Revised Cost exceeds the Project Cost, the Club shall be responsible for raising the balance of funds needed to complete the Project. City shall have no obligation to begin any work related to construction of the Project until and unless such funds have been raised. If during construction, the City experiences cost increases, the City shall promptly communicate such increases to the Club, and the Club shall be responsible for raising the balance of funds needed to complete construction.

6. Term. The term of this Agreement ("Term") shall commence upon mutual execution of this Agreement and shall continue for five (5) years. If at the end of the Term, the Club has not raised the full amount of the Project Cost, this Agreement shall terminate regardless

of any design work already completed or any funds expended by either party. However, the parties may extend the term of this Agreement by mutual written consent and an amendment to this Agreement.

7. Termination.

A. Termination Upon Completion. This Agreement shall automatically terminate upon both the City's construction of the Project and the Club's complete and final satisfaction of all monies owed to the City for Project construction. The parties anticipate entering into a subsequent agreement regarding the scheduling, operations, maintenance, and use of the tennis courts.

B. Termination for Cause by City. City may terminate this Agreement for Cause. "Cause" means a violation by the Club of this Agreement or of any local, state, or federal law applicable to this Agreement. If City finds that it has cause to terminate this Agreement, City shall deliver written notice to the Club. The Club shall then have thirty (30) days from the date of receipt of the notice to cure the violation (the "Cure Period") to cure the defect. If the Cause is of such a nature that it cannot be reasonably cured by the Club within the Cure Period, then the Cure Period shall be extended so long as the Club shall have commenced the curing of the violation. If the Club does not cure the violation during the Cure Period (as it may have been extended), City may deliver a notice of termination to the Club. If this Agreement is terminated by City for cause prior to substantial completion of the Project, City shall have no obligation to complete construction of the Project.

C. Termination by the Club. The Club may terminate this Agreement with or without cause pursuant to this Section 7.C. "Cause" means a breach or default by City of its warranties or obligations under this Agreement. If the Club finds that it has Cause to terminate this Agreement, the Club shall deliver written notice to City. City shall have thirty (30) days from the date of receiving such notice to cure the violation ("Cure Period"). If the Cause is of such a nature that it cannot reasonably be cured by City within the Cure Period, then the Cure Period shall be extended so long as City shall have diligently acted to cure the violation. If the City does not cure the noticed violation during the Cure Period (as it may have been extended), the Club may deliver a notice of termination to the City. If the Club terminates this Agreement for cause, it shall follow the same procedure as specified above in Section 7.B. for City to terminate this Agreement for cause. The Club may terminate this Agreement without cause up until the date the City executes the Agreement with the landscape architect. If the Club desires to terminate this Agreement without cause, it shall deliver written notice to City, and such termination may be effective immediately or upon any other date of the Club's choice.

8. Rules and Regulations: The City's rules and regulations shall govern use of the tennis courts and may be amended by the City from time to time. However, the parties agree to work together to draft an initial set of rules and regulations after the landscape architect completes the initial design.

9. Construction, Operation, and Maintenance. City shall have sole responsibility for and control over, the construction, project management, inspection and permitting, operation, and

Fundraising Agreement Between City and Woodland Tennis Club

maintenance of the Project. At all times during and after the term of this Agreement, the Project and all associated improvements and the real property the Project is on shall be the sole property of the City.

10. Limited License. If during the term of this Agreement the Club desires to enter the area of the Sports Park intended for the Project for the purpose of erecting a sign on the property indicating the future use and/or the Club's fundraising goals, the Club and the City may enter into a license agreement for the erection and maintenance of such sign. Until such agreement is executed, the Club may not place items on the property.

11. Priority Use. Upon completion of the Project, the Club shall for the first year thereafter have priority use at the Project for events similar to those held consistent with the Club's 2017-2018 permit. The parties may desire to enter into a separate agreement concerning the Club's use of the Project and other obligations of the parties, including maintenance of the Project during such exclusive access periods.

12. Notice. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement shall be sent to the parties at the following addresses:

City: City of Woodland
Attn: Asst. City Manager
300 First Street
Woodland, CA 95695

Club: Woodland Tennis Club
Attn: Margaret Roeckl, President
2023 Harry Lorenzo Avenue
Woodland, CA 95776

13. General Provisions.

A. Private Undertaking. It is specifically understood and agreed between the parties that the Project fundraising is a private undertaking. No joint venture, partnership, or other form of agency of any kind exists between the City and the Club or any insurer of either.

B. Successors and Assigns. The terms, conditions, and provisions of this Agreement shall apply to and bind the heirs, successors, executors, administrators, and permitted assigns of all parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such prior consent shall be void.

C. Captions. The underlined captions of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions of this Agreement.

Fundraising Agreement Between City and Woodland Tennis Club

D. Amendments. This Agreement may be amended only by a written instrument signed by City and the Club.

E. Interpretation. The parties understand, acknowledge, and agree that they have participated equally in the negotiation and drafting of this Agreement and that they have had the ability to consult legal counsel with respect hereto. To this end, each and every provision of this Agreement shall be interpreted equally and not in favor or against either party.

F. Governing Law and Choice of Forum. This Agreement shall be construed in accordance with and governed by the laws of the State of California as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Yolo County.

G. Costs and Attorneys' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorneys' fees.

H. Authorized Signatory. The persons signing this Agreement on behalf of the Club affirmatively represents that they have the requisite legal authority to enter into this Agreement on behalf of the Club and to bind the Club to the terms and conditions of this Agreement. The person executing this Agreement on behalf of the Club understands that City is relying on this representation in entering into this Agreement.

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[Signatures on following page]

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Fundraising Agreement Between City and Woodland Tennis Club

I. Agreement Contains All Understandings. The recitals set forth above and the exhibit to this Agreement are incorporated herein and are part of this Agreement. This Agreement, and its exhibit, represents the entire and integrated agreement between the City and the Club regarding fundraising for the Project and supersedes all prior negotiations, representations, or agreement, either written or oral.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date first above written.

CITY OF WOODLAND, a
California municipal corporation

By: _____
Enrique Fernandez, Mayor

Date: _____

Attest:

By: _____
Ana B. Gonzalez, City Clerk

Approved as to Form:

By: _____
Kara K. Ueda, City Attorney

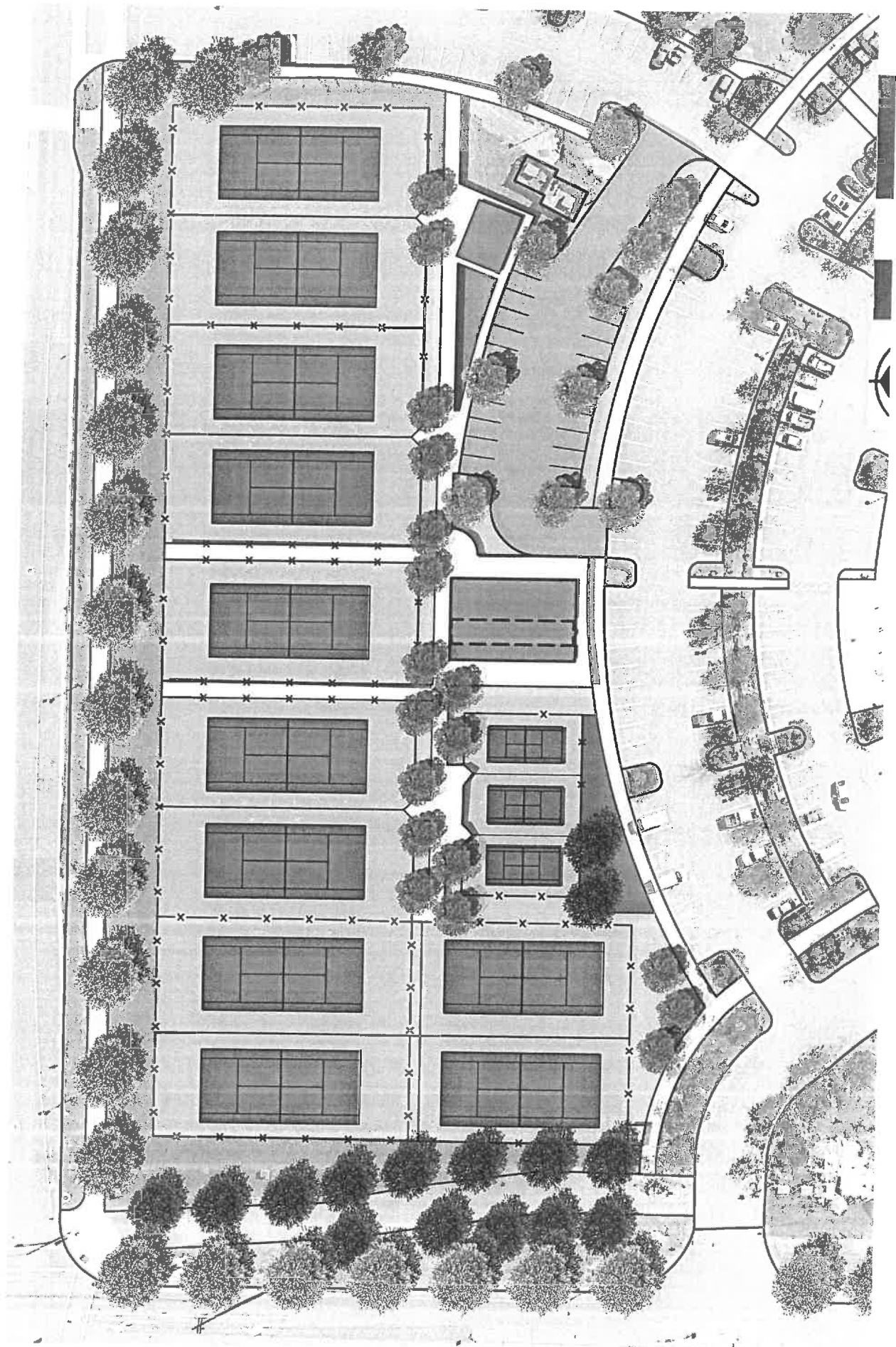
Woodland Tennis Club, a California not for
profit corporation

By: Margaret Roeckl
Margaret Roeckl, President

Date: 8-28-18

EXHIBIT A
Preliminary Configuration of Project

Exhibit A



CITY OF WOODLAND

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
TO ENTER INTO AN AGREEMENT FOR TENNIS COMPLEX FUNDRAISING
WITH THE WOODLAND TENNIS CLUB

WHEREAS, City owns certain real property commonly referred to as the City's Sports Park, located at 2001 East Street, Woodland, California; and

WHEREAS, City currently owns, maintains, and operates the entirety of the Sports Park; and

WHEREAS, the Woodland Tennis Club ("Tennis Club"~~User Group~~) has an interest and desire to have a tennis complex constructed at the Sports Park ("Project"; and

WHEREAS, City similarly desires to have the tennis complex constructed but lacks the necessary financial resources to construct it, and desires to partner with the Tennis Club~~User Group~~ in order to bring the Project~~facility~~ to fruition at the Sports Park; and

WHEREAS, City agrees to set aside an initial investment of \$10,000 for the Tennis Club~~User Group~~ to use in ~~exchange for the furtherance of the Tennis Club's User Group~~ fundraising for Project costs; and

WHEREAS, the Agreement for Tennis Complex Fundraising, only authorizes the use of City funds for the User Group's eventual use for Project fundraising and does not separately authorize or approve the construction, operation, or maintenance of all or any part of the Project.

WHEREAS, the Agreement is not a project pursuant to CEQA because the Agreement does not authorize actual construction or a physical change in the environment, but to the extent it is a project, the City Council previously analyzed the impacts from the Sports Park in the Spring Lake Specific Plan Environmental Impact Report and Addendum Number 6 prepared for that EIR, which was adopted by the City Council on March 1, 2005.

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

Section 1: The City ~~C~~eouncil hereby approves the Agreement for Tennis Complex Fundraising between the City of Woodland and Woodland Tennis Club. The City Attorney is hereby authorized to make clarifying and confirming changes.

Section 2. A copy of the Agreement is ~~attached to and available and on file with the City Clerk and are incorporated herein by reference and~~ made a part of this Resolution.

Section 3. Notice of Exemption. The City Council hereby finds that the Agreement for Tennis Complex Fundraising is exempt from CEQA pursuant to CEQA Guideline 15183(a) and 15061(b)(3) because the Agreement for Tennis Complex Fundraising is not a project under CEQA, but even if it is, the City previously analyzed the Sports Park in the Spring Lake Specific Plan EIR and Addendum Number 6 to that EIR, which was approved by the City Council on March 1, 2005.

PASSED AND ADOPTED by the City Council this 4th day of September, 2018, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Enrique Fernandez, Mayor

Attest:

Approved as to form:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: I.11.
SUBJECT: WJUSD Purchase and Sale Agreement - Willow Spring School Site

Recommendation for Action:

Staff recommends that the Council adopt Resolution No. _____:

- 1) Authorizing the City Manager to execute a Purchase and Sale Agreement with the Woodland Joint Unified School District for the purchase of a 4.7-acre parcel located at 1585 East Gibson Road (at Bourn Drive), formerly the site of the Willow Spring Elementary School, and adopt findings that this Agreement qualifies for a categorical exemption under the California Environmental Quality Act, and
- 2) Authorize a budget amendment appropriating \$1.1 million from available General Fund reserves for the purchase of the subject property.

Staff Contact:

Paul Navazio, City Manager (530) 661-5802, paul.navazio@cityofwoodland.org

Fiscal Impact:

The Purchase and Sale Agreement would commit the City to a payment of \$1.1 million for purchase of the former Willow Spring Elementary School Site from the Woodland Joint Unified Scholl District. The \$1.1 million for the land acquisition is proposed to be funded through a supplemental appropriation from available General Fund reserves.

The relocation of Fire Station #3 to the Willow Spring school site is estimated to cost \$10-\$12 million and funded from a combination of sources, including General Fund, Development Impact Fees and discreet funding contributions negotiated as part of development agreements for projects to be served by the relocated fire station. The schedule for design and construction of the project will be entirely dependent on the financing plan and availability of funds, most likely within 3-5 years.

Background:

The relocation of Fire Station #3 from its current location on Springlake Court to the site of the former Willow Spring Elementary School located at East Gibson Road and Bourn Drive is being proposed as an alternative to the construction of a new, fourth fire station to serve new development in the southeast area of the City.

As part of the Spring Lake Specific Plan, construction of a a new fourth fire station is contemplated to roughly coincide with the issuance of the 1,010th residential building permit. Originally, funding for the new Spring Lake fire station was expected to come from Fire Development Impact Fees being collected with each new building permit issued throughout the City. The majority of impact fee revenues collected, however, were subsequently allocated to construction of a new fire station (Station #1) on Court Street, which includes

ongoing debt service payments on bonds issued as part of the Station #1 financing plan.

The construction of a new fire station would also require acquisition of new fire apparatus and additional staffing of 11-12 firefighter positions at an annual cost of just under \$2.0 million per year. At the time, the city's General Plan contemplated construction of a fifth fire station in the north area of the City to meet fire and emergency response time needs at General Plan build-out.

During the course of the City's recent General Plan Update, staff evaluated options for meeting fire and emergency medical response time standards, informed by current and projected calls for service, actual response times across all categories of calls, as well as both capital and operating cost requirements. An analysis of fire and emergency response times needs suggested that the City could largely meet its adopted response times needs in a more cost-effective manner through a) relocation of Station #3 to the south, in the short-term, and b) construction of a fourth fire station to the north, in the long-run. However, the efficacy of this station configuration is largely dependent on identifying specific station locations that optimize fire and emergency medical response times to the largest geographical area, for the maximum number of calls for service.

Staff initially undertook an analysis of several potential sites for relocation of Fire Station #3 using GIS to map calls for service and response times, and developed a model to evaluate travel times across the network of city streets. Potential sites that were evaluated for the new fire station included:

- A parcel reserved as part of the Spring Lake Central sub-division (identified as site for a fourth fire station)
- The former Willow Spring Elementary School site located at Gibson Ave and Bourn Drive (owned by WJUSD)
- A site on the campus of the Woodland Community College, located further to the east on Gibson Avenue
- Maintaining the current three-station configuration with Station #3 located at Springlake Court.

In addition, the City engaged the services of Citygate Associates, LLC to perform a peer review of staff's station location analysis and provide an independent recommendation as to the recommendation to proceed with a station relocation project, evaluation of potential sites, and the viability of a four-station configuration to serve the community at General Plan build-out.

Discussion:

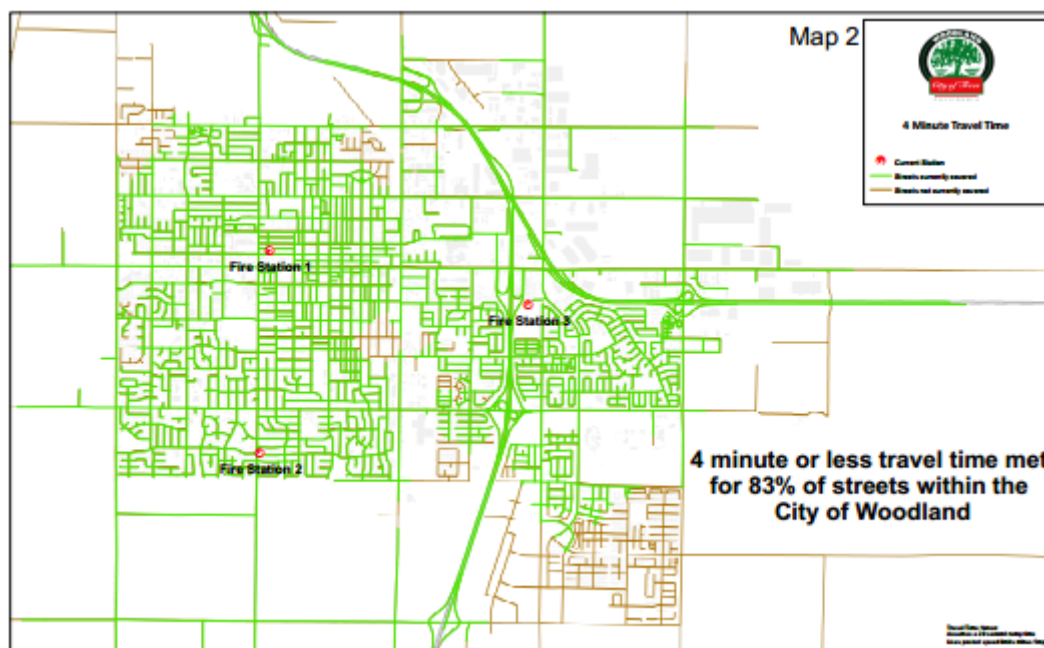
Station Location Analysis

Currently, the Woodland Fire Department operates out of three fire stations, with engine companies housed at Station 1 (Court Street at Grand Avenue) and Station 2 (West Street at El Dorado Drive), and an engine,, truck company and Battalion Chief deployed at Fire Station 3 (located at 1550 Spring Lake Court).



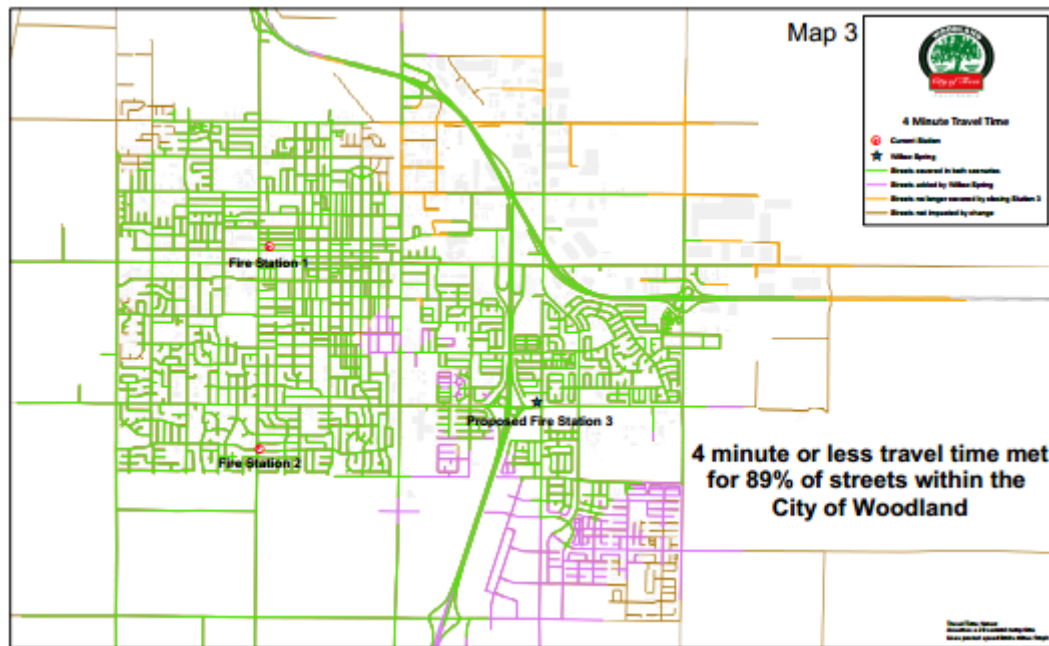
Over the past 18 months, staff have worked to determine the feasibility of meeting short-term fire and emergency response time needs through the relocation of Station 3, as well as the viability of adopting a longer-term four-station deployment model to address needs through build-out of the current General Plan. It is recognized that should the City approve development to the east (designated as SP-2 in the General Plan), an additional fire station will be required at that time.

Under the current three-station configuration, several street sections southwest of Station 3 and the Spring Lake neighborhood to the southeast are beyond 4:00 minutes travel time.



The analysis suggests that with the relocation of Station #3 to the property on East Gibson Road, formerly the Willow Spring school site, provides improved response time coverage to both the western gap sections as

well as over a majority of the southeast Spring Lake neighborhood without creating underserved gaps in residential areas to the north. There are some commercial area streets to the far north of the current site that move from 4:00-minute to 5:00-minute coverage. This relocation option also reduces overlap between the current Station 3 site and the other two fire stations. This move results in a very good balancing of coverage without opening additional gaps in coverage in an existing residential area.



The extended station location analysis strongly suggests that a fourth fire station in the north/northeast section of the City would provide 4:00-minute travel time coverage to both the northwest and northeast underserved areas. In other words, for 4:00-minute travel time coverage to the existing City limits, (excluding SP-2) the City needs four well-placed fire stations. With four fire stations, all but a few small streets in the far, underdeveloped east side are covered in the fifth minute of travel. Essentially, the currently populated areas are completely covered. Just as importantly, all the current Spring Lake neighborhood streets are covered in the fifth minute if Station 3 is relocated. Again, should the City advance development east of County Road 102, then a fifth fire station could become necessary to deliver 4:00- to 5:00-minute coverage.

Using alternative metrics the efficacy of relocating Station #3 can be measured in terms of overall coverage of city streets within the established response time standard of 4:00 minutes travel time 90% of the time.

Coverage Model	Percent Covered
Current Station 3	83%
With Relocated Station 3	89%
With a Fourth Fire Station	95%

According to Citygate, most cities cannot cover 95 percent of their community within 5:00 minutes, let alone 4:00 minutes. Many strive to get coverage above 80 percent given their road network design and topography in outer edge areas. For Woodland to achieve 89 percent with just one relocation is a very efficient station

location plan. The peer review analysis performed by Citygate concluded as follows (see Attachments 5 & 6):

Finding #1: The geographic analysis shows that a relocation of Fire Station 3 to the envisioned East Gibson Road site is a very effective coverage move, increasing public road mile coverage by six percent, thus improving response times to several neighborhoods without decreasing coverage to existing residential areas.

Finding #2: If Station 3 is moved as mapped, the small southeast edge of the Spring Lake neighborhood is covered in the fifth minute of travel time and, given the small size of this area from 4:00 to 5:00 minutes of travel, it would not be cost-efficient coverage to locate a fourth fire station in the southern Spring Lake neighborhood.

Finding #3: The highest incident demand in the City at present is in Station 1's area. As long as the City can afford only three fire stations, relocating Station 3 south to East Gibson Drive on a major east/west boulevard will shorten travel times into and out of the core City and thus improve response time to more than just the Station 3 area.

Finding #4: There is not enough incident demand outside of the City's core to justify the expense of a two-firefighter quick response unit.

Finding #5: The City's simultaneous incident rate is growing, but not yet to the point of immediately needing another response unit in the City's core. The Department needs to closely monitor the simultaneous incident rate and the workload per crew and, when needed, consider adding a part- or full-time unit in the City's core.

Recommendation #1: It is recommended that the City pursue a relocation of Fire Station 3 to or very near the tested school parcel site on East Gibson Road.

Recommendation #2: As soon as is practical and to preserve the land for future use when needed, the City should pursue the acquisition of a fourth fire station parcel in the northern area of the City close to the site tested in this study.

Community Outreach

Several meetings were held with representatives from the Spring Lake neighborhood, including small group meetings with individuals who expressed a strong interest in the fire station relocation analysis, and a broader Community Outreach meeting held at the Community and Senior Center on May 30, 2018. While the feedback received at the community meeting was generally positive, comments focused on several key points. These included concerns over a) the sub-standard response times continued to be expected until the fire station is relocated to the proposed site, b) the small portion of the southeast corner of the City which may remain outside the 4:00 travel time standard even after the new station is constructed, c) the need to prioritize resources needed to respond to emergency medical calls over fire suppression calls (ie alternative deployment models for fire/ems personnel), and d) traffic and circulation impacts that suggest the need to upgrade the intersection of East Gibson, Bourn Drive and Harry Lorenzo to a signalized, four-way intersection and the need for a traffic signal at the end of the southbound Hwy 113 exit ramp to Gibson Road.

Willow Springs School Site – Purchase and Sale Agreement

In January of 2016, the District issued a Notice of Intent to Sell Surplus Property for the site located 1585 East Gibson Road (formerly Willow Spring school site), pursuant to the requirements established in Education Code 17464(c)(1). At the time, the City expressed its interest in potentially acquiring the property, but the City and the District did not reach agreement on sale terms. The City and District did agree to continue negotiations towards and agreement, and to this end, last year the District proceeded to clear the site (demolition of school facilities) at their expense. As a result of ongoing discussions and due diligence City staff and District representatives have reached a tentative agreement for the sale of the property to the City as follows (Attachment 3):

Sales Price:	\$1,1000,000.00 Cash Transaction As-Is
Deposit:	10% of Sales Price Payable within 5 Days of full execution of Purchase and Sales Agreement
Due Diligence:	Becomes non-refundable at end of Due Diligence Period 120-days for both Title Review and Site Conditions
Close of Escrow:	Within 30-days after the Expiration of Due Diligence Period Contingent on execution of Joint Use Agreement - Aquatics Facility

CEQA Determination

This project qualifies for a categorical exemption under the California Environmental Quality Act (CEQA), as a Class 32 exemption. The Class 32 exemption consists of projects characterized as in-fill development. 14 Cal. Code Regs., § 15332 and minor alterations in land use limitations § 15305. An assessment of the project's compliance with these exemptions is attached to this report (Attachment 4).

Prior to taking action to approve the Purchase and Sale Agreement, as recommended, the City Council is required to confirm this environmental determination in conjunction with action on the project. If approved, staff will file a Notice of Exemption with the Yolo County Clerk's office in conformance with Article 5, Section 15062 (a) of the CEQA guidelines.

Conclusion:

Staff recommends that the Council adopt Resolution No. _____:

1) Authorizing the City Manager to execute a Purchase and Sale Agreement with the Woodland Joint Unified School District for the purchase of a 4.7-acre parcel located at 1585 East Gibson Road (at Bourn Drive), formerly the site of the Willow Spring Elementary School, and adopt findings that this Agreement qualifies for a categorical exemption under the California Environmental Quality Act, and

2) Authorize a budget amendment appropriating \$1.1 million from available General Fund reserves for the

purchase of the subject property.

Prepared By: Paul Navazio, City Manager

Reviewed By: Ken Hiatt, Assistant City Manager - Community and Economic Development

Attachments:

1. Proposed Fire Station Site
2. Resolution_Willow Spring Purchase
3. Woodland - v6 Willow Spring PSA 2018-c1
4. Willow Springs Categorical Exemption for PSA-c3
5. Vol 1 - Technical Report - Woodland Station 3 Assessment (07-11-18)
6. Vol 2 - Map Atlas - Woodland Station 3 Assessment (07-11-18)



Paul Navazio, City Manager



0.05 0 0.03 0.05 Miles

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1: 1,652.68



City of Woodland

Legend

- Public Works Vehicle
- Address Points
- Parcels

PROPOSED FIRE STATION SITE
1585 E GIBSON RD



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE
AGREEMENT WITH THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT FOR
ACQUISITION OF THE DISTRICT'S SURPLUS PARCEL LOCATED AT 1585 EAST
GIBSON ROAD (FORMER WILLOW SPRING SCHOOL SITE), MAKE APPLICABLE
CEQA FINDINGS AND AUTHORIZE BUDGET APPROPRIATION OF \$1,100,000
FROM AVAILABLE GENERAL FUND RESERVES FOR THIS PURPOSE**

FIRE STATION

WHEREAS, the City desires to advance a project to construct a new fire station to meet the fire emergency response needs of new development in the south east area of the City as well as improve overall response times across the entire City; and,

WHEREAS, the City has determined that relocation of existing Fire Station #3, located at Springlake Court, to a location further south is more cost-effective, in the short-run, to construction of a new fourth fire station; and

WHEREAS, in the long-run, relocation of an existing fire station would allow the city to largely meet projected fire and emergency medical response times standards by siting a future fourth fire station to the north, instead of requiring a fifth station under the prior fire station deployment plan; and

WHEREAS, the City evaluated alternatives potential sites for relocating Station #3 and determined that the property owned by the Woodland Joint Unified School District, located at 1585 East Gibson Road (formerly the Willow Spring school site), as the preferred site; and

WHEREAS, in January 2016, the District declared the former Willow Spring school site as surplus, and issued a "notice of Intent to Sell Surplus Property" pursuant to provisions of Education Code 17464(c)(1); and

WHEREAS, the City and District staff have reached a tentative agreement on terms of a Purchase and Sale Agreement to transfer the property to the City, subject to approvals by the Woodland City Council and the WJUSD Board of Trustees; and,

WHEREAS, appropriation of \$1,100,000 is necessary to provide for the purchase of the site by the City for future construction of a new fire station, replacing Station #3; and.

WHEREAS, funds are available in the General Fund reserve balance in excess of the minimum reserve level for this purpose;

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

Section 1. Notice of Exemption. The City Council hereby finds that the Purchase and Sale Agreement is exempt from CEQA pursuant to CEQA Guideline 15332, which provides that infill projects meeting certain conditions are not subject to CEQA review. The justification for the exemption is set forth in the accompanying staff report for this Agreement. The City Council authorizes and directs staff to prepare, execute, and file with the County Clerk a Notice of Exemption for approval of the Purchase and Sale Agreement pursuant to CEQA Guideline 15062(a).

Section 2. Authorization to Execute. The City Council hereby authorizes the City Manager to execute the Purchase and Sale Agreement, attached to this Resolution, and hereby authorizes the City Attorney to make clarifying and conforming changes to the agreement, provided that the dollar amounts do not change from that authorized herein.

Section 3. Appropriation of Funds. The City Council hereby authorizes an amendment to the adopted FY2018/19 budget appropriating \$1,100,000 from available General Fund reserves balance to support the purchase of the site for construction of a future fire station.

PASSED AND ADOPTED by the City Council this 4th day of September, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

Between

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

and

CITY OF WOODLAND

Effective Date: September 14, 2018

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into as of September 14, 2018 ("Effective Date"), by and between the WOODLAND JOINT UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District" or "Seller" depending on context), and CITY OF WOODLAND, a municipal corporation of the State of California ("City" or "Buyer" depending on context). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

R E C I T A L S

A. Seller is the owner in fee of that certain real property consisting of approximately 4.7 acres of land located at 1585 East Gibson Road, Woodland, California 95776, known generally as the District's former Willow Spring School site ("Land") more particularly described in the legal description attached to this Agreement as Exhibit "A," and incorporated herein by this reference.

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Land, all easements, licenses, and interests appurtenant thereto, and all land entitlements, owned or held by Seller in connection with the Land (collectively, the "Property").

NOW THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A G R E E M E N T

1. PURCHASE AND SALE OF PROPERTY.

1.1 Agreement to Purchase. Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

1.2 Amount of Purchase Price. The purchase price which Seller agrees to accept and Buyer agrees to pay for the Property is the sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) (the "Purchase Price").

1.3 Payment of Purchase Price. No later than 1:00 p.m. on the business day preceding the Closing Date (as that term is defined in Section 3.2) or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit with Escrow Holder the Purchase Price, less any previously deposited amounts as required hereunder.

1.4 Deposits.

1.4.1 Initial Deposit.

Buyer shall place into escrow ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) as a deposit ("Deposit Payment") upon execution by both parties of this Agreement. Said Deposit Payment shall be held for the benefit of Seller in escrow, shall be refundable to Buyer until completion of the Due Diligence Period (defined in Section 2.2) and shall be non-refundable to Buyer thereafter should Buyer not purchase the Property for any reason whatsoever. Should Buyer purchase the Property, said Deposit Payment shall be fully credited to the Purchase Price.

1.4.2 Option to Extend Close of Escrow. Provided that this Agreement has not been terminated in accordance with Sections 2.5 and/or 2.6 below, Buyer shall have one unilateral option to extend the Closing Date as defined in Section 3.2 herein by providing written notice to Seller.

1.4.3 Retention of Deposit Payment. The Deposit Payment received by Escrow Holder will be, until the Close of Escrow, as applicable, kept on deposit in a federally insured State or national Bank.

1.4.4 Interest. Escrow Holder shall be required to hold Deposit Payment in an interest-bearing account, with interest accruing for the benefit of the Seller.

2. INSPECTIONS AND REVIEW.

2.1 Delivery of Due Diligence Materials. Within ten (10) business days after the date of this Agreement, Seller shall deliver to Buyer all documents, reports, agreements, or other items in its possession or control relating to the Property, including without limitation the following (collectively, the "Due Diligence Materials"): (i) all licenses, leases, and permits affecting or relating to the ownership, subdivision, possession or development of the Property or the construction of improvements thereon, and all amendments and modifications thereto; (ii) applications and correspondence or other written communications to or from any governmental entity, department or agency other than Buyer regarding any permit, approval, consent or authorization with respect to the development of the Property or the construction of improvements thereon; (iii) the most recent survey, if any, pertaining to the Property or any portion thereof; and (iv) soils reports, engineering data, environmental reports, and other data or studies pertaining to the Property or any portion thereof.

2.2 Due Diligence Period and Inspections. Buyer and its representatives, agents, engineers, consultants, contractors, and designees shall have the right to enter onto the Property from and after the Effective Date through and including the date which is one hundred and twenty (120) days after the date of this Agreement (the "Due Diligence Period"), for purposes of examining, inspecting and investigating the Property including the site, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, if any, and, at Buyer's sole and absolute discretion, determining whether the Property is acceptable to Buyer. In the event that Buyer enters upon

Property at any time prior to the Close of Escrow, Buyer hereby agrees to indemnify, defend, and hold Seller harmless from any actions, damages, liability, liens, or claims that may be asserted against Seller as a result of entry or activities on or about the Property. Prior to entering onto the Property before the Close of Escrow, Buyer shall, at its own cost and expense, obtain public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with Buyer's investigation or inspection of Property in amounts not less than:

a) \$1,000,000.00 for injury to or death of one person and, subject to the limitation for the injury or death of one person, of not less than \$1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and

b) \$1,000,000.00 for property damage.

The policy shall name Seller as an additional insured and shall be issued by either a California admitted surety or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities.

Furthermore, after entering onto the Property before the Close of Escrow, Buyer shall, in a timely manner, repair any and all damage to the Property caused by such inspections or investigations.

2.3 Disclaimer of Warranties. Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Property. Except as expressly set forth herein, Seller makes no representation or warranty concerning the physical, environmental, geotechnical, or other condition of the Property, the suitability of the Property for the Project, or the present use of the Property, and specifically disclaims all representations or warranties of any nature concerning the Property made by it, the District and their employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage. The Seller makes no representation or warranty concerning the compaction of soil upon the Property, nor of the suitability of the soil for construction.

2.4 Hazardous Materials. Buyer, and each of the entities constituting Buyer, if any, from and after the Closing, hereby waives, releases, remises, acquits, and forever discharges District, its directors, officers, shareholders, employees, and agents, and its respective heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability, and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities, and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the

parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this Release provision declared null and void and of no present or future force and effect as to the parties. In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights that said party may have under Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

BUYER’S INITIALS: _____ SELLER’S INITIALS: _____

Buyer and each of the entities constituting Buyer, shall, from and after the Closing, defend, indemnify, and hold harmless District and its officers, directors, employees, agents and representatives (collectively, the “Indemnified Parties”) from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys’ fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this section, Buyer shall use its diligent efforts to obtain for District the same releases, indemnities and other comparable provisions.

For purposes of this Section 2.4, the following terms shall have the following meanings.

a) “Environmental Claim” means any claim for personal injury, death, and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

b) “Environmental Cleanup Liability” means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination

or any Hazardous Materials on or under all or any part of the Property, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

c) “Environmental Compliance Cost” means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. “Environmental Compliance Cost” shall include all costs necessary to demonstrate that the Property is capable of such compliance.

d) “Environmental Law” means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses, and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

e) “Hazardous Material” is defined to include any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903); (L) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601); (M) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; or (N) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer’s release and indemnification as set forth in the provisions of this Section, as well as all provisions of this Section shall survive the termination of this Agreement and shall continue in perpetuity.

2.5 Disapproval/Termination. Buyer shall notify Seller and Escrow Holder in writing (“Buyer’s Due Diligence Notice”) on or before the expiration of the Due Diligence Period of Buyer’s approval or disapproval of the Due Diligence Materials, the condition of the Property and Buyer’s investigations with respect thereto. Buyer’s disapproval of any of said items shall constitute Buyer’s election to terminate this Agreement and cancel the Escrow. Buyer’s failure to deliver Buyer’s Due Diligence Notice on or before the expiration of the Due Diligence Period shall be conclusively deemed Buyer’s approval thereof.

2.6 Title Review. Buyer shall be responsible for obtaining a preliminary title report for the Property, together with copies of all written instruments creating the exceptions specified therein, and a plat map, if requested by Buyer, plotting all easements specified therein (collectively, the “Title Report”). Buyer shall notify Seller in writing (“Buyer’s Objection Notice”) by the close of the Due Diligence Period of any objections Buyer may have to the title exceptions contained in the Preliminary Title Report. Buyer’s failure to provide Seller with a Buyer’s Objection Notice within said period shall constitute Buyer’s approval of all exceptions to title shown on the Preliminary Title Report. Seller shall have a period of five (5) business days after receipt of Buyer’s Objection Notice in which to deliver written notice to Buyer (“Seller’s Notice”) of Seller’s election to either (i) agree to remove or cure the objectionable items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions and terminate Escrow and this Agreement. If Seller notifies Buyer of its election to terminate Escrow rather than remove and cure the objectionable items, Buyer shall have the right, by written notice delivered to Seller within five (5) business days after Buyer’s receipt of Seller’s Notice, to agree to accept the Property subject to the objectionable items, in which event Seller’s election to terminate the Escrow shall be of no effect, and Buyer shall take title at the Close of Escrow subject to such objectionable items without any adjustment to or credit against the Purchase Price.

Upon the issuance of any amendment or supplement to the Title Report which adds additional exceptions, or adds any new requirement, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer’s initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) business days following Buyer’s and Buyer’s attorney’s receipt of the instrument(s) creating such additional exceptions.

3. ESCROW.

3.1 Escrow Instructions; Opening of Escrow. This Agreement, together with any standard instructions of Escrow Holder, shall constitute the joint escrow instructions of Buyer and Seller to Escrow Holder as well as an agreement between Buyer and Seller. In the event of any conflict between the provisions of this Agreement and Escrow Holder's standard instructions, this Agreement shall prevail. Within five (5) business days of the Effective Date of this Agreement, the Parties shall open an escrow (the "Escrow") with First American Title Company ("Escrow Holder") at its offices located at 1100 Main Street, Suite 140, Woodland, California 95695; Tel: (530) 669-3643; Email: mlrubio@firstam.com; Attn: Marsha Rubio, by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder (the "Opening of Escrow"). Escrow Holder shall provide each of the parties in Section 6.3 with written confirmation of the date of the Opening of Escrow. Furthermore, title insurance services related to this Agreement shall be provided by First American Title Company ("Title Officer") at its offices located at 1100 Main Street, Suite 140, Woodland, California 95695; Tel: (530) 669-3643; Email: mlrubio@firstam.com; Attn: Marsha Rubio.

3.2 Close of Escrow; Closing Date. Provided that all of the conditions of this Agreement shall have been satisfied (or waived, if applicable) prior to or on the Closing Date, the close of escrow for the acquisition of the Property shall take place at the offices of Escrow Holder on or before thirty (30) days after the close of the Due Diligence Period ("Closing Date") unless Buyer exercises its option to extend the Closing Date pursuant to Section 1.4.2, in which case the Closing Date shall be extended by thirty (30) days.

3.3 Deliveries by Seller. No later than 1:00 p.m. on the date two business days preceding the Closing Date, Seller shall deliver to Escrow Holder: an executed grant deed in the form of Exhibit "B" attached to this Agreement (the "Grant Deed") conveying to Buyer fee simple title to the Property, duly executed and acknowledged by Seller;

b) an executed certificate of non-foreign status in the form attached hereto as Exhibit "C" and California Franchise Tax Board Form 590-RE, each executed by Seller;

c) an executed Memorandum of Understanding Between Woodland Joint Unified School District and the City of Woodland for the Construction and Joint Use of Aquatics Facility effective as of the Close of Escrow ("MOU"); and

d) all other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including Seller's portion of prorations, if any.

3.4 Deliveries by Buyer. No later than 1:00 p.m. on the business day preceding the Closing Date, and after Seller's deliveries pursuant to Section 3.3 above, Buyer shall deliver to Escrow Holder:

a) the Purchase Price less Initial Deposit, and the Bid Security, if applicable;

b) an executed MOU as defined in Section 3.3 c) of this Agreement and payment of the consideration pursuant to Section 1.6 of the MOU; and

c) All other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement, including the Escrow fees and Buyers' portion of prorations, if any.

3.5 Closing, Recording and Disbursements. On or before the Closing Date, and when all of the conditions precedent to the Close of Escrow set forth in Section 4 of this Agreement have been satisfied or waived in writing, Escrow Holder shall take the actions set forth in this Section 3.5.

3.5.1 Recording. Escrow Holder shall cause the Grant Deed to be recorded in the Official Records of Yolo County, California.

3.5.2 Disbursement of Funds. Escrow Holder shall disburse to Seller the remainder of the Purchase Price, less those mutually agreed upon prorations chargeable to Seller, if any.

3.5.3 Title Policy. Escrow Holder shall deliver to Buyer a commitment to issue the Title Policy referred to in Section 4.1.3 of this Agreement.

3.5.4 Delivery of Documents to Buyer. Escrow Holder shall deliver to Buyer a conformed copy of the Grant Deed, and any other documents (or copies thereof) deposited by Seller with Escrow Holder pursuant to this Agreement. The original of the Grant Deed shall be returned to Buyer after recordation.

3.5.5 Delivery of Documents to Seller. Escrow Holder shall deliver to Seller a conformed copy of the Grant Deed, Grant of Easement and any other documents (or copies thereof) deposited by Buyer with Escrow Holder pursuant to this Agreement.

3.5.6 Real Property Taxes. All non-delinquent general and special real property taxes and assessments shall be prorated to the Close of Escrow.

3.6 Payment of Costs.

3.6.1 Seller shall pay for: (a) recording fees for instruments necessary to deliver title in the condition required by this Agreement; (b) any document preparation fees of the Escrow Holder related to Seller's delivery of title in the condition required by this Agreement; (c) one-half of the fees charged by the Escrow Holder (including escrow fees and document preparation fees except as related to Seller's obligation to deliver title as required); (d) one half of the cost of recording the Grant Deed; and (e) any other transaction costs it incurs, such as Seller's legal fees and other professional expenses.

3.6.2 Buyer shall pay for the following: (a) one half of the fees charged by Escrow Holder (including escrow fees and document preparation fees); (b) one half of the cost of recording the Grant Deed; (c) a title insurance policy insuring the Property; (d) any other transaction costs it incurs, such as Buyer's legal fees and other professional expenses.

4. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

4.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Buyer of each of the conditions precedent set forth in this Section 4.1.

4.1.1 Seller's Performance. Seller is not in material default of any term or condition of this Agreement.

4.1.2 Seller Deliveries Made. Seller has deposited with Escrow Holder all documents required of Seller by this Agreement.

4.1.3 Title Policy. Title Officer has committed to issue to Buyer a CLTA standard, or at Buyer's choice, an extended coverage owner's policy of title insurance ("Title Policy"), with liability in the amount of the Purchase Price, showing fee title to the Property vested in the Buyer, subject only to:

- a) the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by Escrow Holder,
- b) title exceptions approved by Buyer pursuant to Section 2.6 of this Agreement;
- c) title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement; and
- d) any other exceptions approved in writing by Buyer.

The terms of sub-sections (a) through (d), inclusive, being herein collectively referred to as the "Permitted Exceptions."

4.1.4 Representations and Warranties. All representations and warranties made by Seller in this Agreement are true and correct as of the Closing as though made at that time.

4.2 Conditions to Seller's Obligations. Seller's obligations to convey the Property, and the Close of Escrow, shall be subject to the satisfaction or written waiver by Seller of each of the conditions precedent set forth in this Section 4.2.

4.2.1 Buyer's Performance. Buyer is not in material default of any term or condition of this Agreement.

4.2.2 Buyer Deliveries Made. Buyer has deposited with Escrow Holder all sums and documents required of Buyer by this Agreement.

4.2.3 Representations and Warranties. All representations and warranties made by Buyer in this Agreement are true and correct as of the Closing as though made at that time.

4.3 Satisfaction of Conditions. Where satisfaction of any of the foregoing conditions requires action by Buyer or Seller, each Party shall use its diligent best efforts, in good faith, and at its own cost, to satisfy such condition. Where satisfaction of any of the foregoing conditions requires the approval of a Party, such approval shall be in such Party's sole and absolute discretion.

4.4 Waiver. Buyer may at any time or times, at its election, waive any of the conditions set forth in Section 4.1 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Seller. Seller may at any time or times, at its election, waive any of the conditions set forth in Section 4.2 above to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by Seller and delivered to Buyer.

4.5 Termination. In the event each of the conditions set forth in Section 4.1 is not fulfilled within the time provided in Section 4.1 or waived by Buyer pursuant to Section 4.4, Buyer may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of such termination by Buyer, Buyer shall be entitled to a refund of any and all payments made by Buyer, including any Initial Deposit, Bid Security, Additional Deposit, and Extension Fee(s); provided, however, Buyer shall not be entitled to any refund of the Initial Deposit, Bid Security, Additional Deposit, or Extension Fee(s), or any portion thereof, for failure of the conditions set forth in Section 4.1.3 to be fulfilled within the time provided by Section 4.1. In the event that the conditions set forth in Section 4.2 are not fulfilled or waived prior to the Closing Date, Seller may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of such termination by Seller, Buyer shall not be entitled to any refund, or portion thereof, of the Initial Deposit, Bid Security, Additional Deposit, or Extension Fee(s). In the event of termination of this Agreement by either Party, all documents delivered by Seller to Buyer or Escrow Holder shall be returned immediately to Seller and all documents delivered by Buyer to Seller or Escrow Holder shall be returned immediately to Buyer and Buyer shall deliver to Seller all third party reports or work product performed by the Buyer or any of the Buyer's consultants, contractors or agents that pertains to the Property and all rights to such reports and work product shall be assigned to the Seller automatically upon such termination without further action by Buyer or Seller. Nothing in this Section 4.5 shall be construed as releasing any Party from liability for any default of its obligations hereunder or breach of its representations and warranties under this Agreement occurring prior to the termination of this Agreement and/or the Escrow to be opened hereunder.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer, each of which (i) is material and relied upon by Buyer in making its determination to enter into this Agreement, (ii) is true in all respects as of the date hereof and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow.

a) Seller has full right, power, and authority to enter into this Agreement and perform Seller's obligations hereunder. This Agreement and all other documents delivered by Seller to Buyer now or at the Close of Escrow, have been or will be duly executed and delivered by Seller and are legal, valid, and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property, are enforceable in accordance with their respective terms, and do not violate any provisions of any agreement to which Seller is a party.

b) To the best of Seller's knowledge, there are no pending or threatened actions, suits, writs, injunctions, decrees, legal proceedings or governmental investigations against or affecting the Property or relating to the ownership, maintenance, use or operation of the Property.

c) There are no leases or other agreements relating to the right of possession and/or occupancy of the Property by any person or entity other than the Buyer, other than those disclosed in the Due Diligence Materials.

If Seller becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Seller hereunder, whether as of the date given or any time thereafter through the Closing Date, Seller will give immediate written notice of such changed fact or circumstance to Buyer, but such notice shall not release Seller of any liabilities or obligations with respect thereto.

5.2 Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller, which (i) is material and relied upon by Seller in making its determination to enter into this Agreement, (ii) is true in all respects as of the date hereof and shall be true in all respects on the Closing Date, and (iii) shall survive the Close of Escrow:

Buyer has full right, power, and authority to enter into this Agreement and perform Buyer's obligations hereunder. This Agreement and all other documents delivered by Buyer to Seller now or at the Close of Escrow, have been or will be duly executed and delivered by Buyer and are legal, valid, and binding obligations of Buyer, are enforceable in accordance with their respective terms, and do not violate any provisions of any agreement to which Buyer is a party.

If Buyer becomes aware of any act or circumstance which would change or render incorrect, in whole or in part, any representation or warranty made by Buyer hereunder, whether as of the date given or any time thereafter through the Closing Date, Buyer will give immediate written notice of such changed fact or circumstance to Seller, but such notice shall not release Buyer of any liabilities or obligations with respect thereto.

5.3 Brokerage Commissions. Seller and Buyer each represents and warrants to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement, unless as otherwise disclosed by Buyer prior to the Effective Date. Furthermore, should Buyer disclose any broker's commission and/or finder's fee applicable to the transactions contemplated by this Agreement, such commission and/or finder's fee shall in no way apply to the District, the Purchase Price, or any payments by the

Parties hereunder. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

5.4 "AS-IS". Except as provided in Section 5.1 above, Seller makes no representation or warranty of any kind as to the Property, including, but not limited to, the physical condition of the Property or the existence of any Hazardous Substance on or under the Property. As more specifically set forth in Sections 2.3 and 2.4 herein, Buyer acknowledges and agrees that except as specifically set forth herein it is purchasing the Property in an "AS-IS" condition and further acknowledges that Buyer is assuming all risk associated with any use, generation, storage, disposal, discharge, release, presence or transportation of any Hazardous Substances on, under, or about the Property and that Buyer will defend, indemnify and hold the Seller harmless from any liability for any such use, generation, storage, disposal, discharge, release, presence or transportation. Nothing in this Section 5.4 shall limit the effect of Sections 2.3, 2.4 or any other Section herein.

5.5 LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IN THE EVENT OF A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, ACTUAL DAMAGES TO SELLER WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN, AND THEREFORE, AGREE THAT FIFTY PERCENT (50%) OF THE INITIAL DEPOSIT PAID HEREUNDER SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE. BUYER HEREBY IRREVOCABLY INSTRUCTS ESCROW HOLDER, UPON SUCH BREACH OR DEFAULT BY BUYER, TO RELEASE SAID PAYMENT(S) AND ACCRUED INTEREST THEREON TO SELLER SHOULD ESCROW HOLDER THEN BE IN POSSESSION THEREOF. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER SUCH ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

6. MISCELLANEOUS.

6.1 Costs of Conveyance. All costs not covered in Section 3.6 herein shall be paid solely by Buyer, including, but not limited to, costs associated with further appraisals, inspections, title reports, preparation and recordation of documents, inspections and testing, and production of reproduction of Due Diligence Materials not otherwise provided by Seller.

6.2 Attorneys' Fees; Litigation. If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party, including expert

witness fees and costs, and fees for discovery and appeal. The only remedies available to either Party in the enforcement of this Agreement or any obligation under this agreement shall be for injunctive relief, specific performance, and similar equitable remedies. No other remedy, including any remedy for damages shall be available to either Party in the enforcement of this Agreement or in the event of a default under the terms of this Agreement. In addition, neither Party shall be obligated for any economic or consequential damages or damages for lost profit or any other damages of like kind or nature in the event of a default on the part of the other Party.

6.3 Notices. All notices required to be delivered under this Agreement to the other Party must be in writing and shall be effective (i) when personally delivered by the other Party or messenger or courier thereof; (ii) upon receipt by the other Party or refusal to accept delivery by the other Party of United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the Parties may hereafter designate by written notice to the other Parties hereto:

To Seller: WOODLAND JOINT UNIFIED SCHOOL DISTRICT
Attn: Lewis Wiley, Assistant Superintendent Business Services
435 Sixth Street
Woodland, CA 95695
Email: Lewis.Wiley@wjusd.org

With copy to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Attn: Lisa R. Allred
2485 Natomas Park Drive, Suite 240
Sacramento, CA 95833
Email: lallred@aallr.com

To Buyer: CITY OF WOODLAND
Attn: Paul Navazio, City Manager
300 First Street
Woodland, CA 95695
Email: Paul.Navazio@cityofwoodland.org

With copy to: BEST BEST & Krieger LLP
Attn: Kara K. Ueda
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Email: kara.ueda@bbklaw.com

Email addresses are provided for convenience of communications between the parties but shall not constitute notice under this Section.

6.4 Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

6.5 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

6.6 Assignment. Neither Party shall assign this Agreement nor any right or privilege either party might have under this Agreement without the prior written consent of the other Party.

6.7 Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

6.8 Binding on Heirs. This Agreement shall be binding upon the parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

6.9 Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

6.10 Condemnation. In the event that any substantial portion of the Property is taken or designated to be taken by condemnation proceedings, or proceedings in lieu thereof, prior to the Close of Escrow, Buyer shall have the right to terminate this Agreement and cancel Escrow by delivering to Seller and Escrow Holder written notice thereof. "Substantial portion" used in this Section 6.10, shall be defined as ten percent (10%) or more of the Property or the taking of a portion of the Property which materially affects the subdivision and development of the remainder of the Property. In the event Buyer does not elect to terminate this Agreement pursuant to this Section 6.10, Buyer shall be entitled to all condemnation proceeds upon the Close of Escrow for the purchase and sale of the Property.

6.11 Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

6.12 Exhibits. Exhibits "A," "B," "C," and "D" attached to this Agreement are incorporated herein by this reference and made a part hereof. Said Exhibits are identified as follows:

- "A" - LEGAL DESCRIPTION OF LAND
- "B" - GRANT DEED

“C” - NON-FOREIGN AFFIDAVIT

“D” - ASSIGNMENT AND BILL OF SALE

6.13 Effect of Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and Seller and Buyer acknowledge and agree that they are each bound by the same.

6.14 Section References. Any reference to any section of this Agreement cited without a decimal includes all sections following the cited section. For example, a reference to Section 5 includes 5.1, 5.1(a) et seq.

6.15 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.16 Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement with venue in Yolo County, California.

6.17 Covenants to Survive Escrow. The covenants and agreements contained in this Agreement shall survive the Close of Escrow.

6.18 Conflicts of Interest. No director, officer, official, representative, agent, or employee of the Buyer or Seller shall have any financial interest, direct or indirect, in this Agreement.

6.19 Nondiscrimination. There shall be no discrimination by Seller nor Buyer against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

6.20 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, or any other rights or remedies for the same default or any other default by another party.

6.21 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

6.22 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property, and/or to accomplish the objectives and requirements that are set out in this

Agreement. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement and the Exhibits attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Seller:

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

By: Lewis Wiley, Assistant Superintendent
Business Services

Buyer:

CITY OF WOODLAND

a municipal corporation of the State of California

By: Paul Navazio, City Manager

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Located at 1585 East Gibson Road, Woodland, California 95776

Real property in the City of WOODLAND, County of Yolo, State of California, described as follows:

TRACT ONE:

BEGINNING AT A POINT IN THE SOUTH LINE OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 2 EAST, M.D.B. & M., SAID POINT BEING LOCATED WESTERLY 214.5 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 33, AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION, AND ALONG THE CENTERLINE OF COUNTY ROAD 24, A DISTANCE OF 264.23 FEET, THENCE NORTHERLY 248 FEET, THENCE EASTERLY 478.73 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 33, THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 33, AND ALONG THE CENTERLINE OF COUNTY ROAD 101, A DISTANCE OF 70.0 FEET; THENCE WESTERLY 214.5 FEET; THENCE SOUTHERLY 203.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED JANUARY 5, 1990 IN BOOK 2087, PAGE 43, INSTRUMENT NO. 000403, OF OFFICIAL RECORDS.

TRACT TWO:

BEGINNING AT A POINT WHICH IS SITUATED NORTH 89° 41' 12" WEST 593.71 FEET FROM AN IRON MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 2 EAST, AND RUNNING THENCE NORTH 0° 31' 19" EAST, 366.87 FEET; THENCE SOUTH 89° 41' 12" EAST, 593.71 FEET; THENCE SOUTH 0° 31' 19" WEST, 93.87 FEET; THENCE 89° 41' 12" WEST 478.73 FEET; THENCE SOUTH 0° 31' 19" WEST 273.00 FEET; THENCE NORTH 89° 41' 12" WEST, 114.98 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED JANUARY 5, 1990 IN BOOK 2087, PAGE 43, INSTRUMENT NO. 000403, OF OFFICIAL RECORDS.

TRACT THREE:

PARCEL "C" AS SHOWN ON THE MAP OF SUBDIVISION NO. 3552, COUNTRY PARK EAST, FILED AUGUST 23, 1989, IN BOOK 15 OF MAPS, AT PAGES 89 AND 90, YOLO COUNTY RECORDS.

AMENDED PURSUANT TO THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 13, 1990 IN BOOK 2141, PAGE 44, INSTRUMENT NO. 17387 OF OFFICIAL RECORDS.

TRACT FOUR:

A PORTION OF PARCEL A SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 3552 COUNTRY PARK EAST, FILED ON AUGUST 23, 1989, IN BOOK 15 OF MAPS, AT PAGE 89, YOLO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 40 OF SAID FINAL MAP OF COUNTRY PARK EAST, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID PARCEL A; THENCE FROM SAID POINT OF BEGINNING, NORTH 66° 27' 32" EAST 21.06 FEET ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00° 25' 51" WEST 259.40 FEET ALONG THE EASTERLY LINE OF PARCEL A TO THE MOST SOUTHERLY CORNER THEREOF; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL A, 1) NORTH 63° 27' 37" WEST 14.29 FEET; THENCE 2) NORTH 27° 29' 39" WEST 166.75 FEET; THENCE 23° 32' 28" WEST 49.72 FEET TO A POINT

THAT IS DISTANT SOUTH 23° 32' 28" EAST 10.00 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE NORTH 66° 27' 32" EAST 105.00 FEET; THENCE NORTH 23° 32' 28" WEST 10.00 FEET TO THE POINT OF BEGINNING.

AMENDED PURSUANT TO THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 13, 1990 IN BOOK 2141, PAGE 44, INSTRUMENT NO. 17387 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER AND ALL GEOTHERMAL ENERGY SOURCES IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) BELOW THE PRESENT SURFACE OF SAID LAND. SUCH RESERVATION SPECIFICALLY RESERVES IN GRANTOR THE RIGHTS OF PROSPECTING, EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION, AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES, WATER, AND GEOTHERMAL ENERGY (AND/OR ITS SOURCES) FROM SAID LAND BY MEANS OF MINES, WELLS, DERRICKS, AND OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE-DESCRIBED LAND; PROVIDED, HOWEVER, THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES, WATER, AND GEOTHERMAL ENERGY SOURCES, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND FOR ANY PURPOSE WHATSOEVER.

APN: 066-270-055

EXHIBIT "B"

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

add applicable transfer/documentary
tax information

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WOODLAND JOINT UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, hereby grants to the City of Woodland, a municipal corporation of the State of California, that certain real property located in the City of Woodland, State of California, along with all improvements thereon, as described in the legal description attached hereto as Exhibit "A," incorporated herein by this reference.

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

1. Current taxes and assessments. The property interest conveyed herein may be subject to real property taxation and/or assessment. In such event, (lessee, permittee, concessionaire, etc.) shall pay before delinquency, all taxes or assessments which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the (leased, assigned, concession, etc.) premises and any improvements or fixtures located thereon.
2. All other covenants, conditions, restrictions, reservations, rights, rights of way, easements and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

Dated: _____

WOODLAND JOINT UNIFIED SCHOOL
DISTRICT

By: Lewis Wiley, Assistant Superintendent
Business Services

**EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION OF LAND**

Located at 1585 East Gibson Road, Woodland, California 95776

Real property in the City of WOODLAND, County of Yolo, State of California, described as follows:

TRACT ONE:

BEGINNING AT A POINT IN THE SOUTH LINE OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 2 EAST, M.D.B. & M., SAID POINT BEING LOCATED WESTERLY 214.5 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 33, AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION, AND ALONG THE CENTERLINE OF COUNTY ROAD 24, A DISTANCE OF 264.23 FEET, THENCE NORTHERLY 248 FEET, THENCE EASTERLY 478.73 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 33, THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 33, AND ALONG THE CENTERLINE OF COUNTY ROAD 101, A DISTANCE OF 70.0 FEET; THENCE WESTERLY 214.5 FEET; THENCE SOUTHERLY 203.0 FEET TO THE POINT OF BEGINNING.

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THAT IS DISTANT SOUTH 23° 32' 28" EAST 10.00 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE NORTH 66° 27' 32" EAST 105.00 FEET; THENCE NORTH 23° 32' 28" WEST 10.00 FEET TO THE POINT OF BEGINNING.

AMENDED PURSUANT TO THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 13, 1990 IN BOOK 2141, PAGE 44, INSTRUMENT NO. 17387 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER AND ALL GEOTHERMAL ENERGY SOURCES IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND FIVE HUNDRED (500) BELOW THE PRESENT SURFACE OF SAID LAND. SUCH RESERVATION SPECIFICALLY RESERVES IN GRANTOR THE RIGHTS OF PROSPECTING, EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION, AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, HYDROCARBON SUBSTANCES, WATER, AND GEOTHERMAL ENERGY (AND/OR ITS SOURCES) FROM SAID LAND BY MEANS OF MINES, WELLS, DERRICKS, AND OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE-DESCRIBED LAND; PROVIDED, HOWEVER, THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES, WATER, AND GEOTHERMAL ENERGY SOURCES, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF SAID PLANE PARALLEL TO AND FIVE HUNDRED (500) FEET BELOW THE PRESENT SURFACE OF SAID LAND FOR ANY PURPOSE WHATSOEVER.

APN: 066-270-055

EXHIBIT "C"

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that the transferee of an interest in real property located in the United States must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), that withholding of tax is not required upon the sale by WOODLAND JOINT UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("Transferor"), of its fee simple interest in that certain real property sold pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated September 14, 2018, which real property is described in the legal description attached hereto as Exhibit "A," incorporated herein by this reference, the undersigned hereby certifies the following:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and the income tax regulations promulgated thereunder);
2. The Transferor's United States Taxpayer Identification Number is;
3. The Transferor's office address is 435 Sixth Street, Woodland, CA 95695, and
4. The Internal Revenue Service has not issued any notice with respect to Transferor or listed Transferor as a person whose affidavit may not be relied upon for purposes of Section 1445 of the Internal Revenue Code.

The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I am the Superintendent of Transferor and that I have authority to sign this document on behalf of the Transferor.

Dated: _____

WOODLAND JOINT UNIFIED SCHOOL
DISTRICT

By: Lewis Wiley, Assistant Superintendent
Business Services

**EXHIBIT "A" TO NON-FOREIGN AFFIDAVIT
LEGAL DESCRIPTION OF LAND**

Located at 1585 East Gibson Road, Woodland, California 95776

Real property in the City of WOODLAND, County of Yolo, State of California, described as follows:

TRACT ONE:

BEGINNING AT A POINT IN THE SOUTH LINE OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 2 EAST, M.D.B. & M., SAID POINT BEING LOCATED WESTERLY 214.5 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 33, AND RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION, AND ALONG THE CENTERLINE OF COUNTY ROAD 24, A DISTANCE OF 264.23 FEET, THENCE NORTHERLY 248 FEET, THENCE EASTERLY 478.73 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 33, THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 33, AND ALONG THE CENTERLINE OF COUNTY ROAD 101, A DISTANCE OF 70.0 FEET; THENCE WESTERLY 214.5 FEET; THENCE SOUTHERLY 203.0 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED JANUARY 5, 1990 IN BOOK 2087, PAGE 43, INSTRUMENT NO. 000403, OF OFFICIAL RECORDS.

TRACT TWO:

BEGINNING AT A POINT WHICH IS SITUATED NORTH 89° 41' 12" WEST 593.71 FEET FROM AN IRON MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 2 EAST, AND RUNNING THENCE NORTH 0° 31' 19" EAST, 366.87 FEET; THENCE SOUTH 89° 41' 12" EAST, 593.71 FEET; THENCE SOUTH 0° 31' 19" WEST, 93.87 FEET; THENCE 89° 41' 12" WEST 478.73 FEET; THENCE SOUTH 0° 31' 19" WEST 273.00 FEET; THENCE NORTH 89° 41' 12" WEST, 114.98 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF SAID LAND DESCRIBED IN THAT CERTAIN "GRANT DEED" RECORDED JANUARY 5, 1990 IN BOOK 2087, PAGE 43, INSTRUMENT NO. 000403, OF OFFICIAL RECORDS.

TRACT THREE:

PARCEL "C" AS SHOWN ON THE MAP OF SUBDIVISION NO. 3552, COUNTRY PARK EAST, FILED AUGUST 23, 1989, IN BOOK 15 OF MAPS, AT PAGES 89 AND 90, YOLO COUNTY RECORDS.

AMENDED PURSUANT TO THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 13, 1990 IN BOOK 2141, PAGE 44, INSTRUMENT NO. 17387 OF OFFICIAL RECORDS.

TRACT FOUR:

A PORTION OF PARCEL A SHOWN ON THE FINAL MAP OF SUBDIVISION NO. 3552 COUNTRY PARK EAST, FILED ON AUGUST 23, 1989, IN BOOK 15 OF MAPS, AT PAGE 89, YOLO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 40 OF SAID FINAL MAP OF COUNTRY PARK EAST, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID PARCEL A; THENCE FROM SAID POINT OF BEGINNING, NORTH 66° 27' 32" EAST 21.06 FEET ALONG SAID NORTHERLY LINE TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00° 25' 51" WEST 259.40 FEET ALONG THE EASTERLY LINE OF PARCEL A TO THE MOST SOUTHERLY CORNER THEREOF; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL A, 1) NORTH 63° 27' 37" WEST 14.29 FEET; THENCE 2) NORTH 27° 29' 39" WEST 166.75 FEET; THENCE 23° 32' 28" WEST 49.72 FEET TO A POINT

THAT IS DISTANT SOUTH 23° 32' 28" EAST 10.00 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE NORTH 66° 27' 32" EAST 105.00 FEET; THENCE NORTH 23° 32' 28" WEST 10.00 FEET TO THE POINT OF BEGINNING.

AMENDED PURSUANT TO THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED JULY 13, 1990 IN BOOK 2141, PAGE 44, INSTRUMENT NO. 17387 OF OFFICIAL RECORDS.

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APN: 066-270-055

Environmental Assessment

Brief Description of the Project

The project involves the City of Woodland's acquisition of the former Willow Springs Elementary School Site, owned by the Woodland Joint Unified School District and located at 1585 E. Gibson Road. The District demolished the former school facilities in 2017, and the site is currently vacant and undeveloped. The City of Woodland is pursuing acquisition of this property for the intended purpose of relocating Fire Station #3, currently located at Spring Lake Court, to this location. The proposed Fire Station facilities planned for the site are anticipated to include an approximately 15,000 square foot fire station, including bays for up to 4 fire apparatus. Employee parking will be provided on-site.

CEQA Categorical Exemption: Infill Exemption

This project qualifies for a categorical exemption under the California Environmental Quality Act (CEQA), as a Class 32 exemption. The Class 32 exemption consists of projects characterized as in-fill development. 14 Cal. Code Regs., § 15332. The infill exemption under CEQA Guideline 15332 requires a project to meet five specified criteria, as follows:

- (a) The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.*
- (b) The proposed development occurs within city limits and on a project site of no more than five acres substantially surrounded by urban uses.*
- (c) The project site has no value as habitat for endangered, rare, or threatened species.*
- (d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*
- (e) The site can be adequately served by all required utilities and public services.*

The project meets all five criteria:

1. Consistency with General Plan and Zoning. The planned fire station use for the property is consistent with the 2035 General Plan land use designation of Public/Quasi Public, which explicitly identifies fire stations as an allowed use. 2035 General Plan, Land Use Element 2-53. The Zoning designation is R-1 Single Family Residential for which public and quasi-public buildings and uses are permitted.

2. Project Location. The project site is located within Woodland city limits. The proposed project site is approximately 4.723 acres and is less than five acres in size. The site is surrounded by urban development and was previously developed as an elementary school.

3. Habitat for Endangered, Rare, or Threatened Species. The project site is located in an urban area and does not provide habitat for endangered, rare, or threatened species.

4. No Significant Effects Related to Traffic, Noise, Air Quality, or Water Quality. Development of the site as proposed will not result in significant traffic, noise, air quality, or water quality impacts. The site was previously developed and used by the Woodland Joint Unified School District as an elementary school campus. As a former elementary school campus, the site generated traffic, noise, and air and water quality impacts.

a. Noise

During construction of the relocated fire station, construction activities will generate additional noise from the transportation of heavy materials and equipment to and from the project. These noise level increases would be temporary, of a short duration, would only occur during daytime hours, and would not significantly vary from other construction noise impacts occurring in the vicinity of the project. The City's 2035 General Plan considers construction noise to be an acceptable impact that is an expected byproduct of planned growth so long as the land use is consistent with the General Plan. General Plan Policy 8.G.11. As a general matter, the 2035 General Plan accepts higher noise levels as the General Plan recognizes that higher noise levels are reflective of an increasingly urban environment in the City of Woodland. Additionally, Section 15-26 of the City of Woodland Municipal Code prohibits construction of buildings, as well as the use of pile drivers and similar equipment, between specified hours in order to minimize noise impacts.

The former elementary school had a student enrollment of up to 350 students in grades K through 6th who occupied 17 classroom buildings. The Woodland Joint Unified School District supported the former elementary school with an administration building and multi-purpose room on the property. The school generated noise from students playing outside, music activities, sports activities, and vehicular traffic. The proposed fire station would be approximately 15,000 square feet and house a staff of 8-10 personnel on duty per shift. The fire station would be occupied and operated 24 hours, 7 days a week. However, routine operations at the fire station would occur within typical daytime work hours. Noise generating uses at the fire station typically include vehicular traffic (fire personnel arriving to and leaving work as well as routine operations and maintenance of fire apparatus). The fire station would also generate some operational noise involved with maintenance and some communication occurring outside. While the site would be continuously in use versus the more sporadic use of the site when the former elementary school was in operation, the City anticipates fewer overall noise impacts as normal operations will generate minimal noise.

The one exception is when fire apparatus activate their sirens. The driver of a fire apparatus typically uses sirens and horns when approaching street and intersections with higher volumes of traffic. As Bourn Drive is a local street with low traffic volume, a fire engine's sirens or horns will generally not be used when exiting the station in response to an emergency call until entering Gibson Road. When used, emergency sirens used by the fire department would produce noise impacts that are relatively short in duration. While the volume is loud (approximately 95 to 130 dB), the noise is of short duration and anticipated to last for approximately 10 seconds at most, an average of 4 times per day. Thus, nearby residents would be exposed for approximately 10 seconds approximately 4 times per day. Additionally, the fire department typically uses their sound warning devices to navigate through traffic or alert drivers of their approach rather than consistently using them en route to a call. Thus, the impact would be experienced by residents throughout the City and would not be limited to the immediate vicinity of the Project. Additionally, because the project is the relocation of an existing fire station and not the addition of a new station, the impact is expected to be the same as existing conditions.

Siren noise may occasionally disrupt neighboring uses, but it is of limited duration and frequency. Additionally, the project is adjacent to Highway 113 and Gibson Road, which generate vehicular noise. Nearby residential homes are relatively new and assumed to be better insulated from external noise than older homes. As such, the City concludes that the relocated fire station will not create a significant noise impact. The project will comply with all existing City noise standards set forth in the General Plan and noise ordinance, and the project will not generate significant noise effects.

b. Traffic

The fire station would not generate more than 50 peak hour trips. The site previously served as an elementary school, serving up to 350 students. The site generated numerous peak hour trips due to students being dropped off and picked up from school as well as vehicle trips made by administrators, other staff, and visitors. In comparison, this site will largely be used by City fire personnel consisting of 8-10 employees per shift resulting in fewer trips than the former elementary school. Thus, the project will not generate additional daily or peak hour trips.

c. Air and Water Quality. The project would not have a significant effect on either air quality or water quality than the former use. The site had been used for a school, which involved more vehicular trips than the proposed use (as discussed above). Thus, the Project is not anticipated to generate more air quality effects, or have more effects on climate change, than the former use of the site. Furthermore, the project would relocate existing Fire Station #3, resulting in no net new vehicular trips. Construction of the new fire station will have less impervious surface and be required to meet the State's current standards for pre-treatment of stormwater runoff resulting in less of an impact on water quality than the previously developed school site.

There would be no significant environmental effects from the project.

5. Existing Utilities and Public Services. Existing utilities (storm water, sewer, water, electrical, and gas) are all adequate to serve the proposed project.

CEQA Compliance

Prior to taking action to approve the project as recommended, the City Council is required to confirm this environmental determination in conjunction with action on the project. If this project is approved, staff will file a Notice of Exemption with the Yolo County Clerk's office in conformance with Article 5, Section 15062 (a) of the CEQA guidelines.



CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

WOODLAND, CA

FIRE STATION 3 LOCATION ANALYSIS VOLUME 1 OF 2 - TECHNICAL REPORT

JULY 11, 2018



CITYGATE ASSOCIATES, LLC

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2250 EAST BIDWELL ST., STE. 100
FOLSOM, CA 95630

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STATION LOCATION ANALYSIS FOR WOODLAND FIRE STATION 3

The City of Woodland (City) retained Citygate Associates, LLC (Citygate) to peer review and enhance the analysis for the relocation of Fire Station 3. Among the concerns is the potential need for a fourth fire station if Station 3 were to be relocated and, if so, the optimal location of the fourth station. This report and the accompanying Map Atlas (Volume 2) provide the analysis as requested by the City.

EXECUTIVE SUMMARY

The City has been responsible in setting forth best practice fire service delivery goals in its General Plan. While the General Plan sets goals to guide development, the City still must possess the revenues to deploy a desired level of fire services. Given the challenging costs of fire services over the last eight years and going forward, many cities are making best-fit, triage choices for the quantity of fire services they can afford.

The City has evaluated its near-term ability to pay for fire services and, for the time being, can only provide three fire stations. The City's review, along with Citygate's analysis, strongly identifies that moving Fire Station 3 will maximize its coverage in both the eastern and core City areas.

- Recommendation #1:** Citygate recommends the City pursue a relocation of Fire Station 3 to or very near the tested school parcel site on East Gibson Road.
- Recommendation #2:** As soon as is practical and to preserve the land for future use when needed, the City should pursue the acquisition of a fourth fire station parcel in the northern area of the City close to the site tested in this study.

STUDY METHODS

The City has had adopted fire service response time standards in its previous and most recent General Plan to keep fire services commensurate with desired emergency outcomes. The first specific response time measures were placed into the General Plan in 2002. The Fire Department also prepared and presented Fire Service Master Plans to the Council in 2001 and 2008, both of which used the General Plan measures. The current General Plan 2035 fire service response time measures are as follows:

- ◆ The Fire Department establishes response time standards for its services, measured from the time the unit leaves the station to the time the unit arrives at the scene. In alignment with the recommendation for career fire services set by the National Fire Protection Association (NFPA) Standard 1710, the Woodland Fire Department's standards are a 60-second turnout time for EMS calls and an 80-second turnout time for fire and special operations.
- ◆ The first engine should have a travel time of 4:00 minutes or less for a fire suppression incident and 8:00 minutes or less for the deployment of an initial full-alarm assignment.
- ◆ For an emergency medical incident, travel time should also be 4:00 minutes or less. The NFPA recommends that the Fire Department meet these response time standards 90 percent of the time.

Citygate was tasked to advise on a location for Fire Station 3 that would most effectively maintain response times consistent with the General Plan Policy. To conduct this work, the City provided geographic mapping system (GIS) response time coverage maps. The City uses a GIS response time-over-distance method that routes virtual fire trucks over the street network to simulate realistic fire truck and passenger car speeds. In addition, Citygate obtained emergency incident data from the Fire Department with types of incidents and actual response times from January 1, 2015, through December 31, 2017. This response time data was modeled for types of responses, travel time, the workload on existing units, and the rate of simultaneous incident demand.

The City provided prior Fire Station 3 reports, zoning information, and expected growth information. Citygate worked closely with City staff to understand their work to date. Citygate also worked with City GIS staff to prepare additional coverage modeling. Fire Department staff reviewed the incident response data for accuracy. The result is a best blend of local knowledge and Citygate's experience with fire services deployment across hundreds of agencies.

STUDY BACKGROUND

For several years after the Spring Lake neighborhood was given development approvals, the City envisioned a fire station in that area and, in some documents, discussed the possibility of not only a fourth fire station but a fifth by the point the General Plan had reached build-out. However, Woodland was then affected by the Great Recession, as well as increasing employment costs for firefighters. By 2017, the conversation had shifted to how much area a single fire station should cover and if the current Station 3 coverage area was overlapping too much within the core of the City and not extending sufficient coverage to the south into the Spring Lake neighborhood.

Most of Citygate's clients are now discussing these very issues and, for some communities, moving coverage is more cost-effective than adding coverage. Currently, Fire Station 3 is located

at 1550 Spring Lake Court in the eastern area of the City. Over the last year, staff have worked on the Station 3 coverage options and identified a possible relocation site on East Gibson Road just east of Highway 113 on what had been a possible school site.

The driving distance from Station 3 south down Pioneer Avenue to the proposed East Gibson Road site measures at 1.25 miles. This is a meaningful move to test as the Insurance Service Office prefers to see urban fire station spacing at a 1.5-mile radius if the agency is not already using travel time measures based on best practices, such as those the City adopted.

Policy Choices Framework

There are no mandatory federal or State regulations directing the level of fire service staffing, response times, or outcomes. Thus, the level of fire protection services provided are a *local policy decision* and communities have the level of fire services that they can afford, which may not always be the level desired. However, if services are provided at all, local, State, and federal regulations relating to firefighter and citizen safety must be followed.

The City of Woodland fire service General Plan policy is within this local control context. There is a constructive tension between a desired level of fire services and the level that can be funded. In smaller communities, like Woodland, it is an even harder challenge to provide fire service levels commensurate with need or desire along with all the other competing needs within the City.

An appropriate local government policy regulating the level of fire service is derived from two key questions:

- ◆ *What outcome is desired for an emergency?* Is the desire to contain wildland fire to a quarter acre or less and restrict a building fire to the room, building, or block of origin, or is it to provide emergency medical care in time to lessen the possibility of preventable death and severe disability?
- ◆ *Should equitable response time coverage be provided to all similar risk neighborhoods?* Once the desired outcomes are stated, the fire and EMS deployment system must be designed to cover the most geography in the fewest minutes with the correct number of personnel to meet the stated outcome goals.

Fire service deployment, simply summarized, is about the *speed* and *weight* of the response. *Speed* refers to initial response (first-due), all-risk intervention resources (engines, trucks, and/or ambulances) strategically deployed across a jurisdiction for response to emergencies within a specified time interval to control routine to moderate emergencies without the incident escalating to greater size or severity. *Weight* refers to multiple-unit responses for more serious emergencies such as building fires, multiple-patient medical emergencies, vehicle collisions with extrication required, or technical rescue incidents. In these situations, a sufficient number of firefighters must

be assembled within a reasonable time interval to safely control the emergency and prevent it from escalating into a more serious event.

The location of Fire Station 3 must address *both* the speed issue for first-unit response and the weight issue when the Station 3 unit is needed on serious events anywhere in the City. Given fiscal constraints on the City, the concern over Station 3 becomes “triaging the Station 3 coverage to do the most good,” meaning covering the most population in the least minutes of travel time.

STUDY MAPPING RESULTS

Citygate and City staff worked on a series of map measure evaluations to consider the best fit locations for Station 3, the results of which will establish whether a fourth fire station will be needed for the build-out of the new General Plan and, if so, what location would be the best fit. The following maps can be found in Volume 2—Map Atlas.

Map 1

This is a base map that shows the current fire station locations and the type of equipment assigned at each site.

Map 2

This map shows the current 4:00-minute travel time coverage as green-colored street segments. The streets beyond the 4:00-minute policy goal are shown in brown. It is apparent in this map that corners of the City are not completely covered from the current three fire station locations and there are several street sections southwest of Station 3 and the Spring Lake neighborhood to the southeast that are beyond 4:00 minutes travel time.

Map 3

In this test, Station 3 is moved to the East Gibson Road site named Willow Spring. In this map, the streets that are green are those that were covered within 4:00 minutes travel time from the prior Station 3 site and/or Stations 1 and 2. The streets that receive *added* coverage due to the move are in purple. Streets still outside the 4:00-minute travel time are in brown.

It is apparent that the relocation of Station 3 increases 4:00-minute travel time coverage to both the western gap sections and well over a majority of the southeast Spring Lake neighborhood without creating underserved gaps in residential areas to the north. There are some commercial area streets to the far north of the current site that move from 4:00-minute to 5:00-minute coverage.

The move reduces *overlap* between the current Station 3 site and the other two fire stations. This move results in a very good balancing of coverage without opening additional gaps in coverage in an existing residential area.

Map 4

The next geographic coverage test was to determine if a fourth fire station was needed and, if so, where it could provide the most benefit. The result is that a fourth fire station in the north/northeast section of the City would provide 4:00-minute travel time coverage to *both the northwest and northeast* underserved areas.

This map shows the relocated Station 3 coverage as green and the added Station 4 streets in purple. The fourth station location also covers in 4:00 minutes most of the commercial/industrial areas that no single eastside station location could.

In other words, for 4:00-minute travel time coverage to the existing City limits, the City needs four well-placed fire stations.

Map 5

The remaining determination in a four-station model is to establish the point beyond 4:00 minutes travel time at which the remaining streets are covered. With four fire stations, all but a few small streets in the far, underdeveloped east side are covered in the fifth minute of travel. Essentially, the currently populated areas are completely covered.

Just as importantly, all the current Spring Lake neighborhood streets are covered in the fifth minute if Station 3 is relocated. If the City were to significantly annex past the current eastern City limits, then a fifth fire station could become necessary to deliver 4:00- to 5:00-minute coverage.

As some of the map comments note, the geographic mapping tool can also measure the percent of public road miles covered within a time measure. This data is summarized in Table 1.

Table 1—Travel Time Coverage of Station Map Modeling

Coverage Model	Percent Covered
Current Station 3	83%
With Relocated Station 3	89%
With a Fourth Fire Station	95%

Most Citygate clients cannot cover 95 percent of their community within 5:00 minutes, let alone 4:00 minutes. Many strive to get coverage above 80 percent given their road network design and topography in outer edge areas. For Woodland to achieve 89 percent with just one relocation is a very efficient station location plan.

- Finding #1:** The geographic analysis shows that a relocation of Fire Station 3 to the envisioned East Gibson Road site is a very effective coverage move, increasing public road mile coverage by six percent, thus improving response times to several neighborhoods without decreasing coverage to existing residential areas.
- Finding #2:** If Station 3 is moved as mapped, the small southeast edge of the Spring Lake neighborhood is covered in the fifth minute of travel time and, given the small size of this area from 4:00 to 5:00 minutes of travel, it would not be cost-efficient coverage to locate a fourth fire station in the southern Spring Lake neighborhood.

INCIDENT STATISTICS REVIEW RESULTS

The other method to place stations in addition to the predicted geographic mapping coverage is to analyze actual response times and the rate and location of simultaneous incident demand. For travel coverage to be effective, the unit must be available to respond in its assigned area more often than not. Therefore, it is important to determine the response time from other units if the home unit is committed on another incident.

Citygate obtained incident response data from January 1, 2015, through December 31, 2017, which contained 18,738 incidents and 28,641 individual apparatus movements. As such, it is a statistically significant data set.

In 2017, the City of Woodland Fire Department responded to 6,785 incidents. During this time, the City had a daily demand of 18.59 incidents, of which 3.55 percent were to fire incidents, 60.71 percent were to EMS incidents, and other incident types made up the remaining 35.74 percent. Figure 1 illustrates the number of incidents by incident type. The number of fire incidents was fairly steady from year to year. EMS incidents and other incident types have increased over all three years.

Figure 1—Number of Incidents by Year by Incident Type

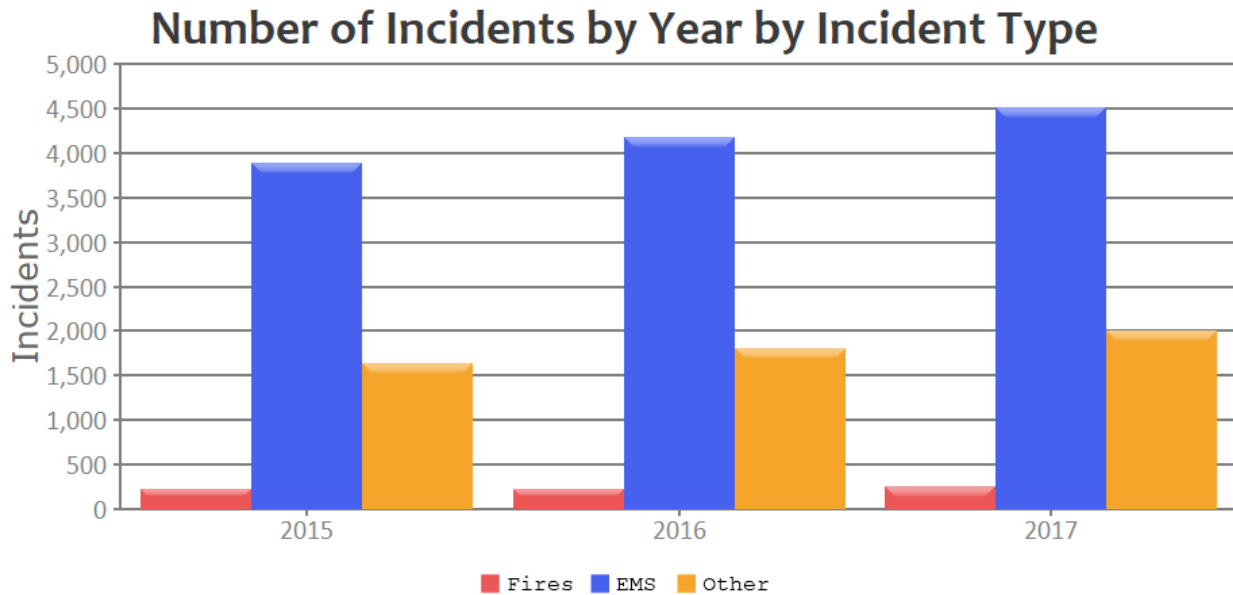


Figure 2 illustrates the breakdown of incidents by hour of the day by year. There is a substantial increase in 2017 incidents in the afternoon and early evening hours.

Figure 2—Number of Incidents by Hour of Day by Year

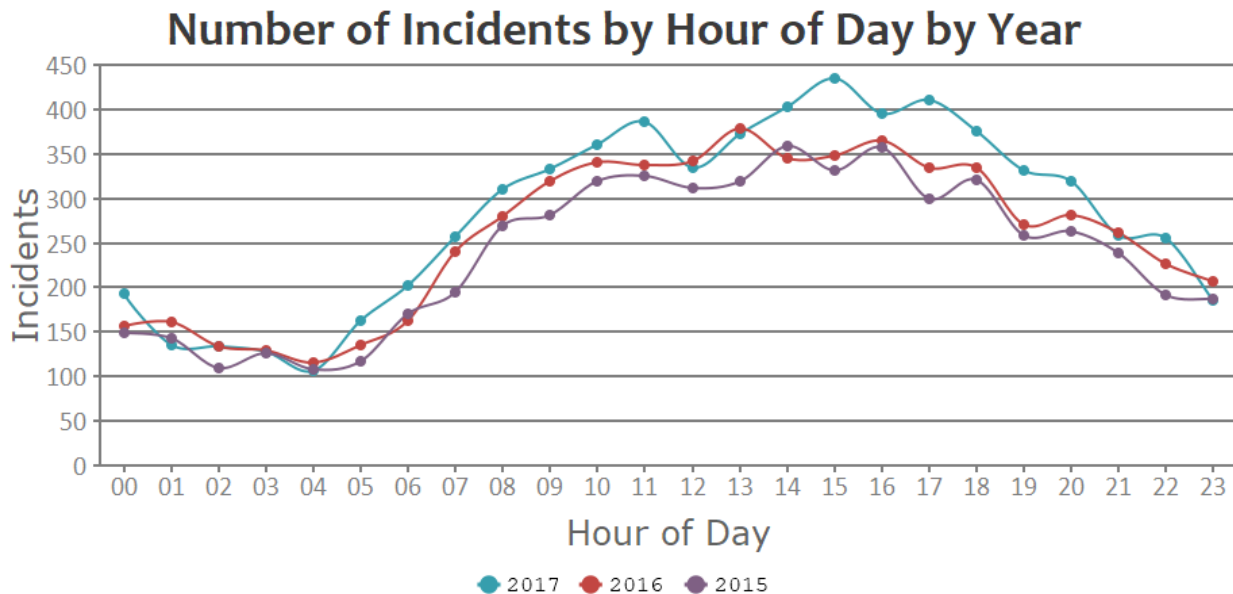
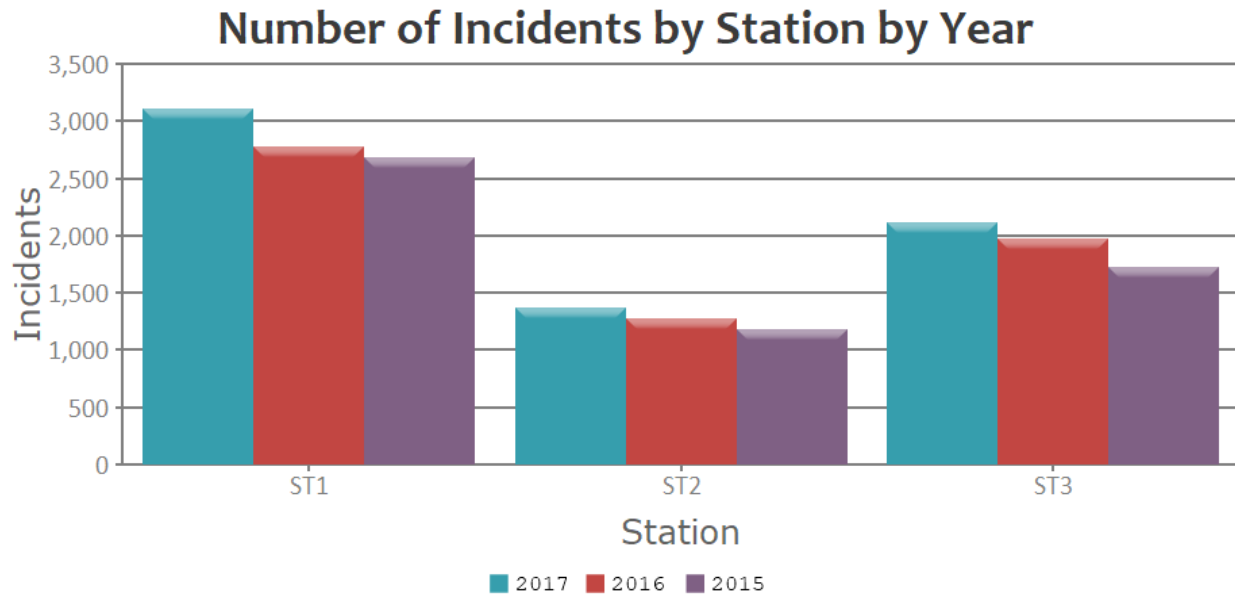


Figure 3 breaks down the number of incidents by station area by year. In 2017, there was a sharp increase in volume at Station 1.

Figure 3—Number of Incidents by Station by Year



The response times from 9-1-1 call receipt to first arrival at an emergency in 2017 are listed in Table 2. These measures in Table 2 are to 90 percent of all fire/EMS emergencies.

Table 2—Call to Arrival Analysis

Station	2017
Department-Wide	06:52
Station 1	06:38
Station 2	06:37
Station 3	07:23

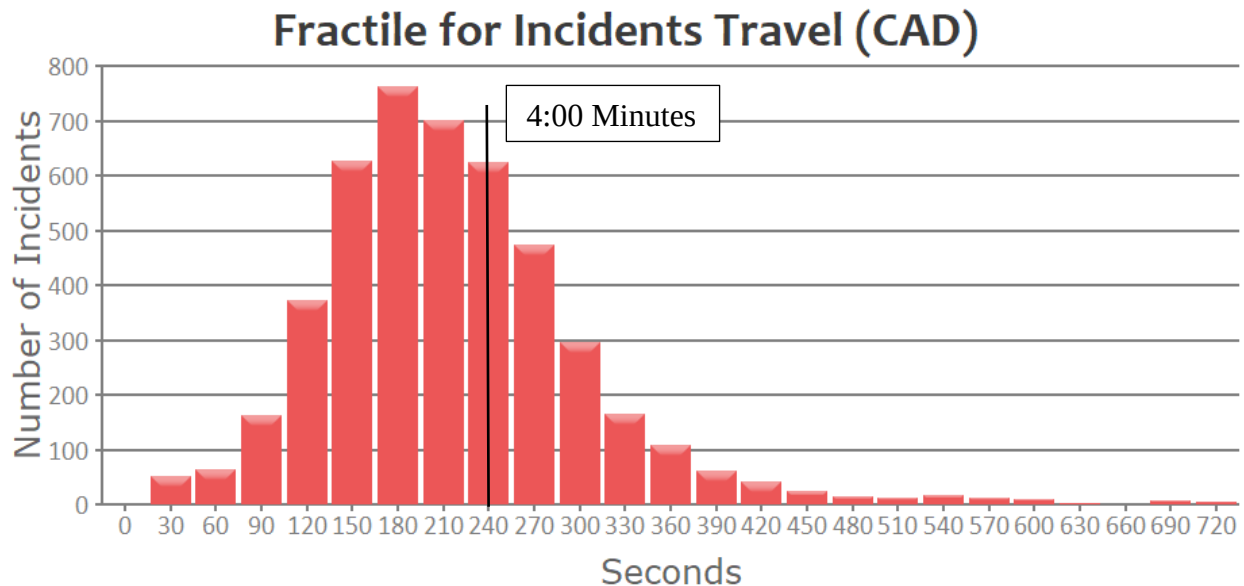
Across the Department, these times are within the 7:30 minutes Citygate recommends based on best practices. There are three segments to call to arrival time: dispatch processing, crew turnout, and actual travel time. Table 3 shows only travel time as one indicator of fire station spacing.

Table 3—Travel Time Analysis

Station	2017
Department-Wide	04:58
Station 1	04:43
Station 2	04:44
Station 3	05:21

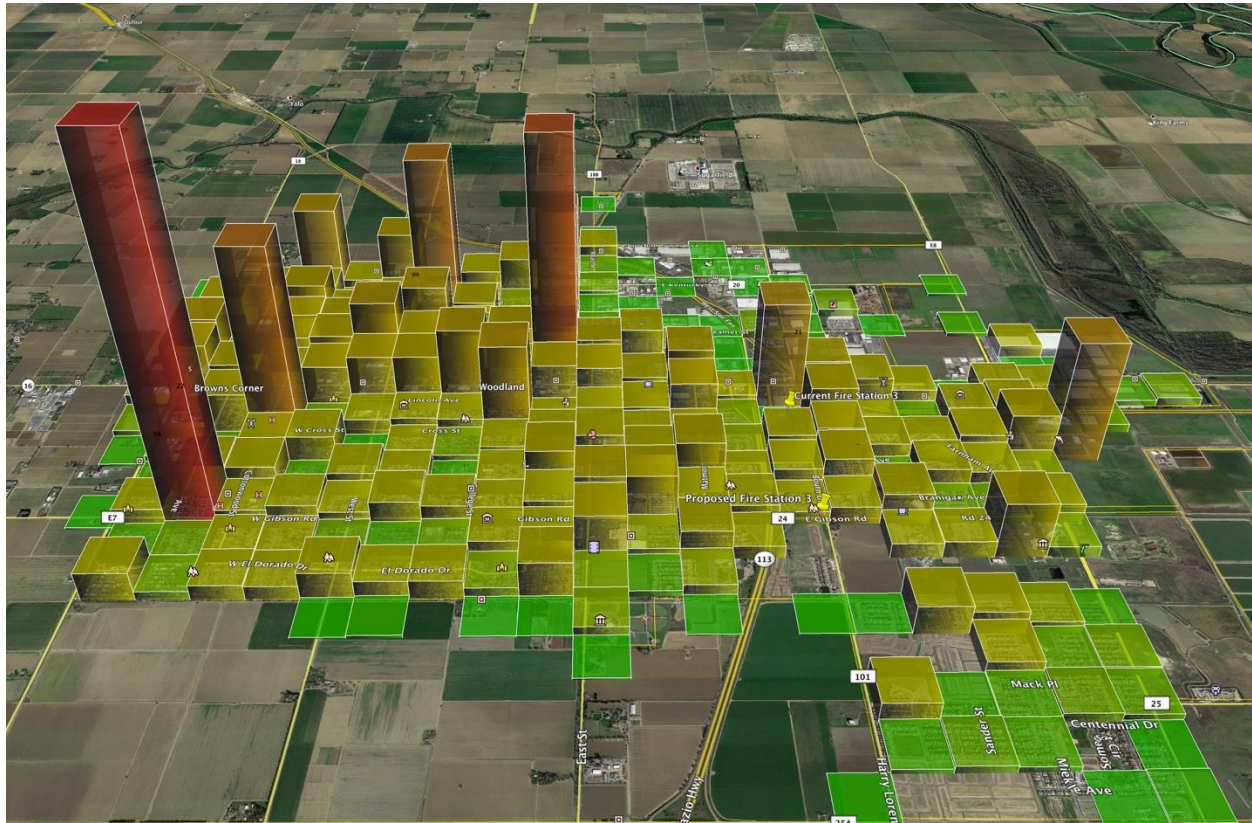
The measures in Table 3 are to 90 percent of all fire/EMS emergencies, but that is a high goal. In fact, most of the incidents were reached in 4:00 minutes or less, as can be seen in Figure 4.

Figure 4—Fractile for Incidents Travel (CAD)



The 90 percent travel times are slightly longer than the City’s goal of 4:00 minutes, which is also based on best practices. However, all the travel times but Station 3’s are less than 5:00 minutes, which is still a goal most of Citygate’s clients struggle to achieve. Station 3’s district response times are likely longer for three reasons: the size of the eastern service area is large, one of its two units is frequently moved up to Station 1’s area during periods of simultaneous incidents in the City’s core, and the ladder truck housed at Station 3 responds Citywide. When units are out of Station 3’s district, an incident there receives a unit from outside the area. Figure 5 is a picture of incident volume for three years, where red indicates very high counts and green very low.

Figure 5—Location of Fire and EMS Incidents by Volume – 3 Years



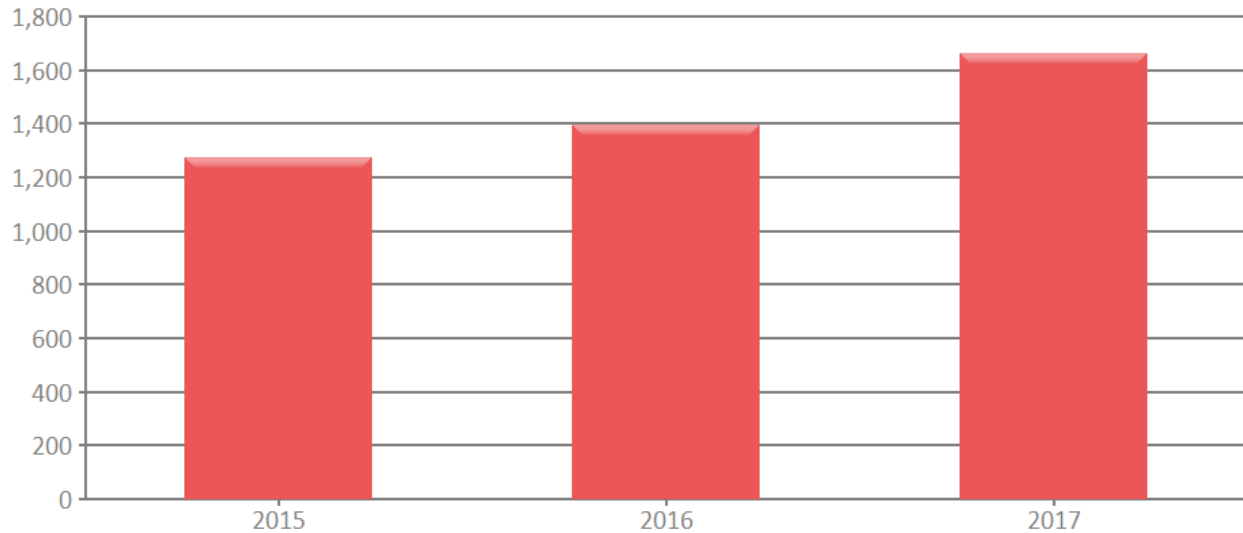
There is considerable volume in the core, western City. This suggests that if simultaneous incidents occur, they would draw Station 3's unit to the west and result in longer travel times, versus going a mile or so to the south in the Spring Lake neighborhood. In fact, there is a significant and growing simultaneous demand issue in the City. The following table shows the percentage of simultaneous incidents broken down by number of simultaneous incidents.

Table 4—Simultaneous Incidents

Number of Simultaneous Incidents	Percentage of Occurrence
2 simultaneous incidents	24.51%
3 simultaneous incidents	04.07%
4 simultaneous incidents	00.74%

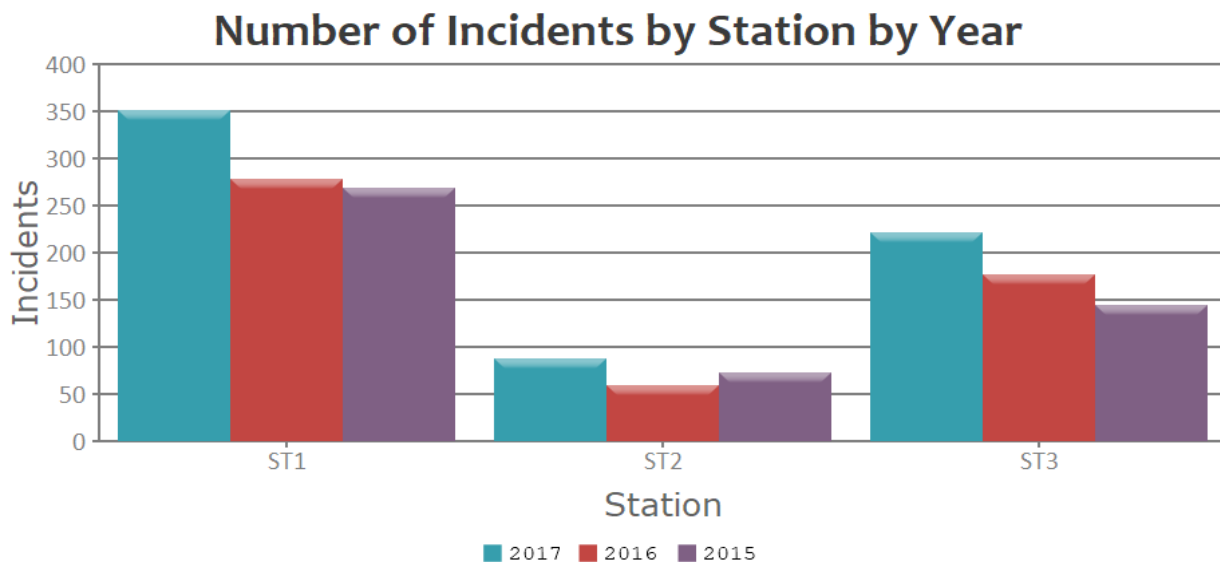
The following graph shows the number of simultaneous incidents is increasing slowly year to year, with a more significant increase from 2016 to 2017.

Figure 6—Number of Simultaneous Incidents by Year



In a larger city, simultaneous incidents in different station areas have very little operational consequence. However, when simultaneous incidents occur within a single station area, there can be significant delays in response times. The following graph illustrates the number of single-station simultaneous incidents by station area by year. Station 1 has the greatest number of in-station area simultaneous incidents over three years, with a dramatic increase in 2017.

Figure 7—Number of Simultaneous Incidents by Station by Year



City of Woodland
Fire Station 3 Location Analysis

The quantities for Station 3's movements can be matched to station areas; the following table displays the number of station-assigned resources that responded to incidents in each station area. Shaded cells indicate apparatus operating in their home station area. The Station 3 engine and/or ladder truck frequently move up to the core City area to cover for busy units and/or respond to incidents in Station 1's district.

Table 5—Station Response by Station Area

Assigned Station	Station 1	Station 2	Station 3	Total
Station 1	2,650	384	725	3,759
Station 2	159	1,119	346	1,624
Station 3	80	100	2,534	2,714
Total	2,889	1,603	3,605	8,097

When Station 3 apparatus are needed in the core of the City, the result is often a longer travel time to downtown. However, Station 3's current location does not provide a quick, straight drive into the core where incident demand is the highest.

- Finding #3:** The highest incident demand in the City at present is in Station 1's area. As long as the City can afford only three fire stations, relocating Station 3 south to East Gibson Drive on a major east/west boulevard will shorten travel times into and out of the core City and thus improve response time to more than just the Station 3 area.
- Finding #4:** There is not enough incident demand outside of the City's core to justify the expense of a two-firefighter quick response unit.
- Finding #5:** The City's simultaneous incident rate is growing, but not yet to the point of immediately needing another response unit in the City's core. The Department needs to closely monitor the simultaneous incident rate and the workload per crew and, when needed, consider adding a part- or full-time unit in the City's core.

CONCLUSION AND RECOMMENDATION

The City has been responsible in setting forth best practice fire service delivery goals in its General Plan. While the General Plan sets goals to guide development, the City still must possess the revenues to deploy a desired level of fire services. Given the challenging costs of fire services over

the last eight years, many cities are making best-fit, triage choices for the quantity of fire services they can afford.

The City evaluated its near-term ability to pay for fire services and, for the time being, can only provide three fire stations. The City's review, along with Citygate's analysis, strongly identifies that moving Fire Station 3 will maximize its coverage both in the eastern and core City areas.

Recommendation #1: Citygate recommends the City pursue a relocation of Fire Station 3 to or very near the tested school parcel site on East Gibson Road.

Recommendation #2: As soon as is practical and to preserve the land for future use when needed, the City should pursue the acquisition of a fourth fire station parcel in the northern area of the City close to the site tested in this study.



CITYGATE ASSOCIATES, LLC
FIRE & EMERGENCY SERVICES

WOODLAND, CA

FIRE STATION 3 LOCATION ANALYSIS VOLUME 2 OF 2 - MAP ATLAS

JULY 11, 2018



CITYGATE ASSOCIATES, LLC

WWW.CITYGATEASSOCIATES.COM

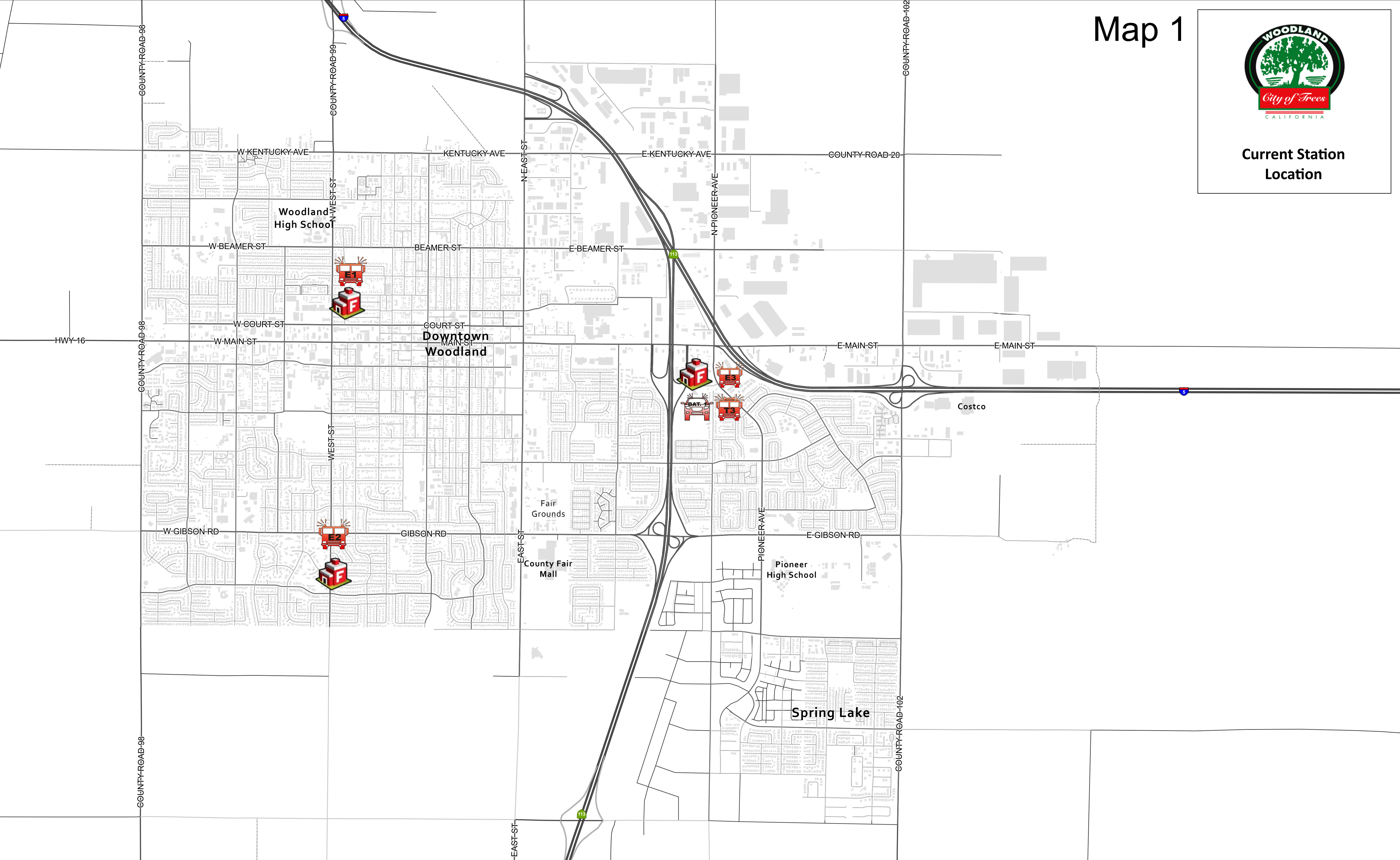
2250 EAST BIDWELL ST., STE. 100
FOLSOM, CA 95630

PHONE: (916) 458-5100
FAX: (916) 983-2090

Map 1



Current Station
Location



Map 2



4 Minute Travel Time

-  Current Station
-  Streets currently covered
-  Streets not currently covered

Fire Station 1

Fire Station 3

Fire Station 2

**4 minute or less travel time met
for 83% of streets within the
City of Woodland**

Travel Time Notes:
Assumes a 20 second ramp time
Uses posted speed limits minus 5mph

Map 3



4 Minute Travel Time

-  Current Station
-  Willow Spring
-  Streets covered in both scenarios
-  Streets added by Willow Spring
-  Streets no longer covered by closing Station 3
-  Streets not impacted by change

Fire Station 1

Fire Station 2

Proposed Fire Station 3

**4 minute or less travel time met
for 89% of streets within the
City of Woodland**

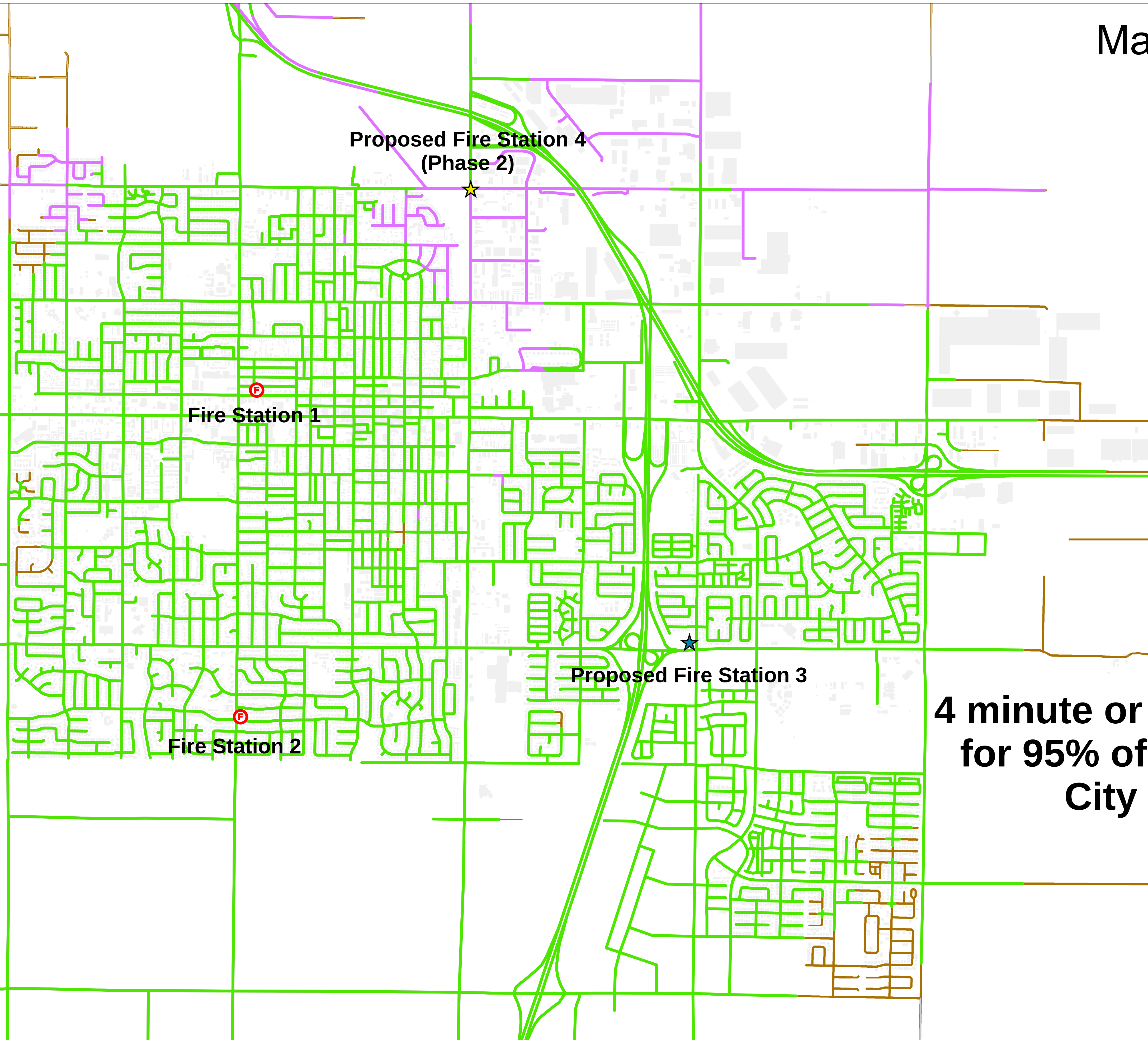
Travel Time Notes:
Assumes a 20 second ramp time
Uses posted speed limits minus 5mph

Map 4



4 Minute Travel Time

- Current Station
- Willow Spring
- Phase II Station
- Streets covered after Willow Spring
- Streets gained after Phase 2
- Streets not impacted by Phase 2



**4 minute or less travel time met
for 95% of streets within the
City of Woodland**

Travel Time Notes:
Assumes a 20 second ramp time
Uses posted speed limits minus 5mph

Map 5



5 Minute Travel Time

-  Current Station
-  Willow Spring
-  Phase II Station
-  Streets covered after Willow Spring
-  Streets added after Phase 2
-  Streets not impacted by Phase 2

Travel Time Notes:
Assumes a 20 second ramp time
Uses posted speed limits minus 5mph



TO: THE HONORABLE MAYOR AND CITY COUNCIL
AGENDA: City Council Regular Meeting
DATE: September 4, 2018
ITEM #: I.12.
SUBJECT: Woodland Joint Unified District (WJUSD) – Aquatics Facility

Recommendation for Action:

Staff recommends that the Council adopt Resolution No. _____,

- 1) Authorizing the City Manager to execute the proposed Joint Use Agreement with the Woodland Joint Unified School District (“WJUSD”) to reserve 2.5 acres of property on Pioneer Avenue, adjacent to Pioneer High School, for a future aquatic facility and finding the Joint Use Agreement to be exempt from environmental review under the California Environmental Quality Act, and
- 2) Authorizing a budget amendment appropriating \$250,000 from Measure J provided for as a reservation of fund balance, in the FY2018/19 budget in support of the pool project.

Staff Contact:

Paul Navazio, City Manager (530) 661-5802, paul.navazio@cityofwoodland.org

Fiscal Impact:

The Joint Use Agreement would commit the City to an up-front payment of \$250,000 for the reservation of 2.5 acres of WJUSD-owned land for a future aquatics facility. The proposed agreement has a term of up to 80 years, split into three time periods of (1) WJUSD’s reservation of the land for the City for up to ten years; (2) a 50-year term for the City’s construction and operation of the pool; and (3) the option to extend the term for up to an additional 20 years, broken into four separate extensions of five years each. The \$250,000 payment would be supported by available Measure J funds set aside by the City Council as part of the FY2018/19 adopted budget.

The future aquatics facility has a preliminary cost estimate of \$7.1 million, expected to be funded by a combination of public and private funds. The schedule for design and construction of the aquatics facility project will be dependent on the financing plans and availability of funds, most likely within a 5-7 period. The initial reservation of land recognizes that the City does not yet have sufficient funds for the anticipated aquatics facility, and nothing in the Agreement obligates the City to design or construct an aquatics facility.

Background:

In July 2016, the City Council authorized a contract with Aquatic Design Group to conduct a feasibility study to evaluate site locations in the southeast area of the City. The study initially looked at three site locations for the pool: The Community & Senior Center, Woodland Community College, and Spring Lake.

A public workshop was held in September 2016 to obtain input on the types of aquatic features the public would like to have included in a future aquatic center (size of pool, type of pool, various uses, etc). Staff reviewed this information with the consultant in addition to having a meeting with a citizen pool committee. A second public workshop was held on February 1, 2017. Draft concepts for pool designs (including recreational and family amenities) were shown to the public in order for the consultant to receive comments to further refine the aquatic center options.

Staff then presented the pool design concepts and site location information to the Parks and Recreation Commission on February 27, 2017. The Commission was supportive of a pool concept that included a lap pool and a separate recreation pool. The Commission was initially split on their preference for the pool location between the Spring Lake site and the Community Center site. Commissioner Salinas inquired about the possibility of locating the pool at the School District site south of Pioneer High School. The Commission later generally preferred the Pioneer High School site.

On March 6, 2018, Staff provided a presentation to Council that was a summary of the feasibility study discussion items. Included in the presentation were pool locations, pool amenities, and associated costs. The Council provided direction to staff to work with the Woodland Joint Unified School District to secure the rights to construct the new aquatics facility on WJUSD-owned land adjacent to Pioneer High School, specifically to facilitate joint use of the facility, to be constructed and owned by the City.

Discussion:

The City and WJUSD staff have reached an agreement on broad terms of a Joint Use Agreement that provides the City with the eventual right to construct a City-owned and operated aquatic facility on 2.5 acres of land owned by WJUSD immediately adjacent to Pioneer High School. (Attached is a map and parcel description of the subject property).

The proposed Joint Use Agreement provides for a reservation of the property, by the City, for an initial 10-year period, during which the City has the option to commence construction of a city-owned and operated pool facility to meet community needs. This time period will allow the City to obtain funding for the pool, design the pool, and decide if it wants to move forward with construction and operation of the pool at this site. The agreement would be automatically terminated if the City does not provide the WJUSD with a formal “notice of financing” for commencement of construction within the initial 10-year period.

Assuming the City assembles the required financing necessary for design and construction of the facility anytime within the initial 10-year term of the agreement, the City shall have the right, but not the obligation, to commence construction on the site. The Joint Use Agreement provides specified times when the WJUSD would reserve priority use (for High School Swim Team use), and also provides for the allocation of 50 or more existing parking spaces for dedicated use by pool patrons. However, more detailed terms of the use of the facility (such as specific rules and regulations governing day to day use and access to the facility) have not been negotiated yet but are required to be pursuant to the terms of the Agreement.

The Agreement is part of a negotiated package that contemplates the City’s purchase of the WJUSD parcel (4.7 acres) site of the former Willow Spring elementary school located at Gibson Avenue and Bourn Drive. As such, the proposed Joint Use Agreement is effective upon close of escrow on the sale of the Willow Spring parcel. (See separate item on concurrent Council agenda).

The following is a summary of the main elements of the proposed Joint Use Agreement:

- a) District will reserve 2.5 acres of land for a maximum 10 years at a price of \$250,000 (to be paid in one payment upon close of escrow on the purchase of the Willow Spring site), during which time City will raise funds for construction of the facility (can be shorter depending on fundraising success)
- b) Assuming the City has sufficient funds to construct the aquatics facility and takes appropriate steps to

proceed with construction, the City may choose to construct an aquatics recreation center, primarily for the City's use, with specified times set aside for WJUSD use, as follows:

- District first priority for pool use: February-May each year from 3:00-5:30 pm.
- Shared use: February – May each year from 5:30-6:30 p.m.;
- WJUSD exclusive use (lap pool) for Pioneer High School home swim meets

c) District scheduling will be coordinated between City and District through regular scheduling meetings

d) Reservation of 50 parking spaces for the City, potentially more during the summer, (a separate parking agreement is anticipated but has not been drafted yet).

e) 50-year term following the City's notice of funding to the District, with the option to extend the Agreement four times for five-years terms (for a total of 20 additional years)

f) Agreement would be effective upon close of escrow for purchase by the City of the District's former Willow Spring School site.

g) If terminated, City may either remove aquatic facility at the City's sole cost and expense or abandon the facility for no compensation (District claims no funds to purchase at a depreciated sum)

CEQA Determination

Staff recommends that the City Council review the Agreement and determine that it is exempt from California Environmental Quality Act ("CEQA") review because the Agreement does not authorize any actual construction or physical change in the environment. As such, the Agreement is not considered a project under CEQA Guideline 15378 and 15061(b)(3). If and when the City decides to design and construct an aquatics facility, the City will comply with all applicable rules and regulations applicable to the site, including the development regulations of the Spring Lake Specific Plan ("SLSP"). Section 9 of the SLSP requires applications to complete certain special studies pursuant to the SLSP Environmental Impact Report's Mitigation Monitoring Plan. To the extent that any special studies are required, those shall be done prior to construction of the aquatics facility. Taking action in this manner is consistent with CEQA Guideline 15004, which provides that the City may designate a preferred site for a project and may enter into agreements for use or acquisition of the land when further CEQA compliance is a condition on the City's future use.

However, to the extent that the Agreement could be deemed a project under CEQA, it is exempt from further review pursuant to CEQA Guideline 15183(a). Guideline 15183(a) provides that CEQA mandates that projects that are consistent with a community plan or general plan for which an EIR was certified do not require additional environmental review except as may be necessary to examine whether there are project-specific significant effects that are peculiar to the project or its site. By requiring this, the environmental review of such projects is streamlined and avoids repetition.

The City's recently adopted 2035 General Plan designates the site as Public/Quasi-Public, which allows for public and quasi-public facilities such as schools, hospitals, libraries, museums, government offices and courts, places of worship, other public facilities, and meeting halls. The General Plan will not need to be amended for construction of the aquatics facility, and the City analyzed the environmental effects of the site for a public/quasi-public use. Additionally, the Spring Lake Specific Plan identifies the site for a middle school but also notes that it was not anticipated to be built within the Specific Plan timeframe. During the interim, the

Spring Lake Specific Plan encouraged use of the site for recreational uses. Thus, the City previously studied in the SLSP EIR the use of the site for a recreational use.

In light of the above, staff recommends that the City Council determine that the Agreement is exempt from CEQA review pursuant to CEQA Guideline 15378(a), 15061(b)(3), 15004, and 15183(a) and also determine that the City conduct all appropriate CEQA review prior to determining to proceed with construction of the aquatics facility. If the City Council approves the Agreement and agrees with staff's recommendation, staff will file a Notice of Exemption with the Yolo County Clerk's office in conformance with Article 5, Section 15062(a) of the CEQA Guidelines.

Conclusion:

Staff recommends that the Council adopt Resolution No. _____,

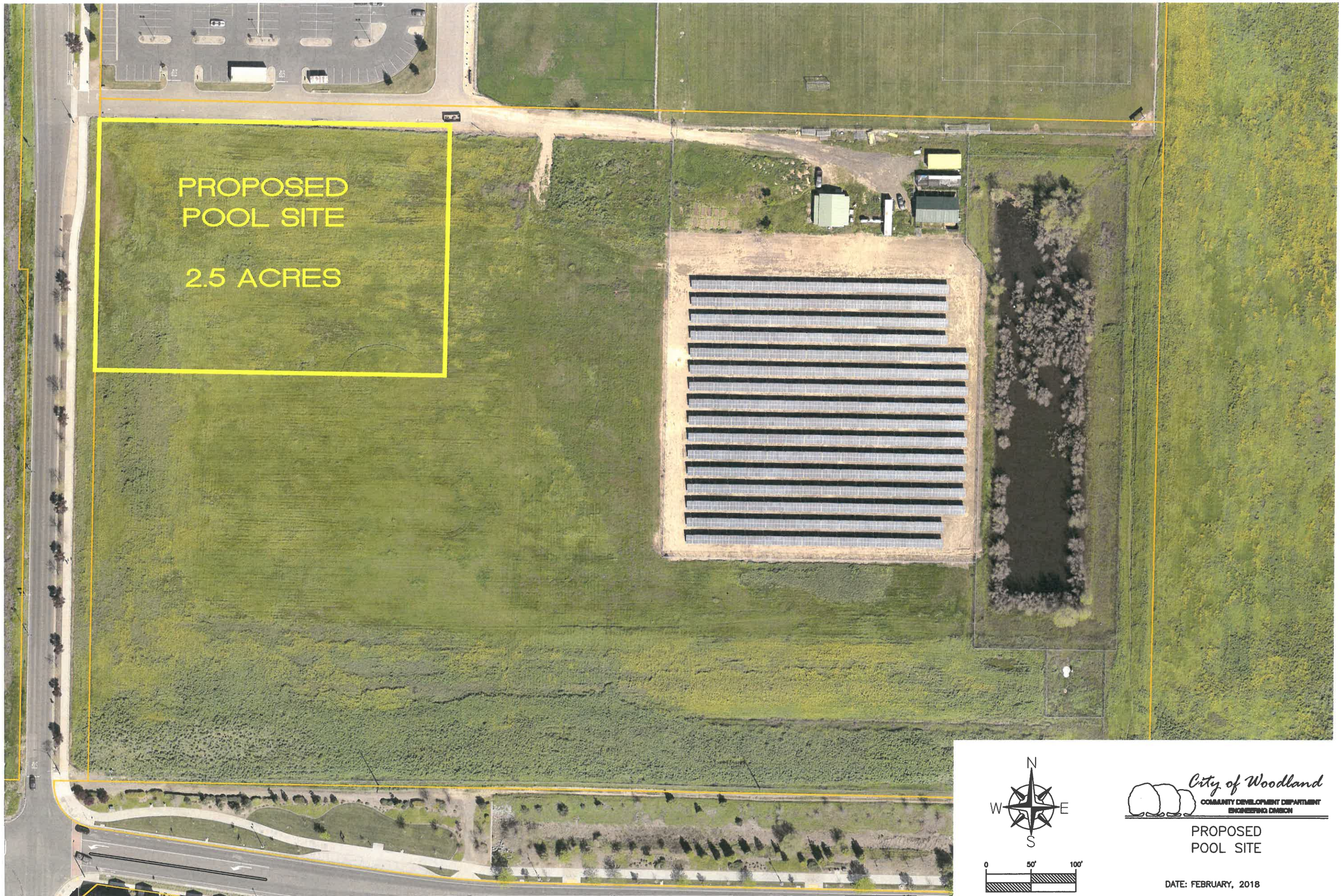
- 1) Authorizing the City Manager to execute the proposed Joint Use Agreement with the Woodland Joint Unified School District ("WJUSD") to reserve 2.5 acres of property on Pioneer Avenue, adjacent to Pioneer High School, for a future aquatic facility, and
- 2) Authorizing a budget amendment appropriating \$250,000 from Measure J provided for as a reservation of fund balance, in the FY2018/19 budget in support of the pool project.

Attachments:

1. Exhibit 1 - School District Pool Site Final
2. Resolution_Pool Joint Use
3. Woodland - v7 MOU and Joint Use Agreement with City for Community Pool-c1-c1

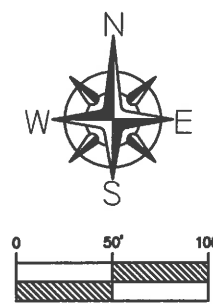


Paul Navazio, City Manager



PROPOSED
POOL SITE

2.5 ACRES



City of Woodland
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

PROPOSED
POOL SITE

DATE: FEBRUARY, 2018

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND
AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT USE AGREEMENT
WITH THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT RESERVING 2.5
ACRES OF DISTRICT PROPERTY ADJACENT TO PIONEER HIGH SCHOOL FOR
THE PURPOSE OF CONSTRUCTING A FUTURE CITY-OWNED AND OPERATED
AQUATICS FACILITY, MAKE APPLICABLE CEQA FINDINGS AND AUTHORIZE
BUDGET APPROPRIATION OF \$250,000 FROM AVAILABLE MEASURE J FUNDS
PREVIOUSLY RESERVED FOR THIS PURPOSE**

WHEREAS, the City commissioned a study to assess current and future aquatic program needs and facility requirements to support community growth through the build-out of the 2035 General Plan; and

WHEREAS, the study identified the need for a second aquatics facility to ideally support both competitive and recreational swimming, including programs and activities; and

WHEREAS, the study also evaluated several potential sites for future construction of a second community pool to maximize programming potential and serve residents in the southeast area of the City; and,

WHEREAS, at its meeting of March 6, 2018 the City Council directed staff to work with the Woodland Joint Unified School District to secure rights to construct a future aquatics facility on District-owned land adjacent to Pioneer High School; and

WHEREAS, the terms of the proposed Joint Use Agreement would allow the City to design, build and operate a future aquatics facility on District-owned land, with specified provisions for joint use of the facility during designated times; and,

WHEREAS, the Joint Use Agreement is not a project pursuant to CEQA because the Agreement does not authorize actual construction or a physical change in the environment, but the City will be required to perform any special studies pursuant to the Spring Lake Specific Plan if and when the City decides to commence with design and construction of the Aquatics Facility; and

WHEREAS, on June 19, 2018, the City Council adopted Resolution No. 7114 approving the FY2018/19 annual budget, including assignment of \$1.0 million of Measure J fund balance representing an initial City funding contribution toward a new aquatics facility, and

WHEREAS, appropriation of \$250,000 of the previously assigned fund balance is necessary to provide for the payment required per the Agreement to reserve a 2.5-acre site of the future aquatics facility, for a period of up to 10 years prior to construction;

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

Section 1. Notice of Exemption. The City Council hereby finds that the Joint Use Agreement is exempt from CEQA review pursuant to CEQA Guideline 15378(a), 15061(b)(3), 15004, and 15183(a) because the Joint Use Agreement is not a project under CEQA but even if it is, the City previously analyzed the site for recreational or public/quasi-public purposes in both the 2035 General Plan EIR and the Spring Lake Specific Plan EIR. Additionally, the City will conduct any special studies should the City decide to proceed with construction of the aquatics facility. The City Council authorizes and directs staff to prepare, execute, and file with the County Clerk a Notice of Exemption for approval of the Joint Use Agreement pursuant to CEQA Guideline 15062(a).

Section 2. Authorization to Execute. The City Council hereby authorizes the City Manager to execute the Joint Use Agreement, attached to this Resolution, and hereby authorizes the City Attorney to make clarifying and conforming changes to the agreement, provided that the dollar amounts do not change from that authorized herein.

Section 3. Appropriation of Funds. The City Council authorizes an amendment to the Fy2018/19 adopted budget appropriating \$250,000 of Measure J funds previously reserved by Council resolution for advancing a second community pool project to support payment required for securing a site for the future aquatic facility.

PASSED AND ADOPTED by the City Council this 4th day of September, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Enrique Fernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

Kara K. Ueda, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
AND
THE CITY OF WOODLAND
FOR THE CONSTRUCTION AND JOINT USE OF AQUATICS FACILITY**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) made and entered into by and between the Woodland Joint Unified School District (hereinafter “District”), a California public school district, and the City of Woodland (hereinafter “City”), a municipal corporation of the State of California. District and City may be referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, California Education Code section 10900, *et seq.*, (“Community Recreation Programs Law”) authorizes public authorities to organize, promote, and conduct such programs of community recreation as well as contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives; and

WHEREAS, the Community Recreation Programs Law defines “recreation” to include “any activity, voluntarily engaged in, which contributes to the . . . mental, or moral development of the individual or group participating therein, and includes any activity in the fields of . . . art, handicrafts . . . nature contacting, aquatic sports, and athletics . . .;” and

WHEREAS, District and City are authorized under California law to operate and maintain recreation centers, as defined in Education Code section 10901(f), for community recreation (“Recreation Centers”); and

WHEREAS, the District and City wish to improve the recreational opportunities for the population of the City; and

WHEREAS, the City proposes to construct a Recreation Center consisting of a municipal swimming pool and other related facilities, as more fully described in Article 4 herein (“Aquatics Facility”) to meet the needs of the community and the District; and

WHEREAS, the District owns an approximate 2.5 acre parcel of vacant Land as more fully described in Section 1 herein that would be suitable for the Aquatics Facility and that would be consistent with the District’s purposes; and

WHEREAS, the District desires to make available to the City such Land for the construction and joint use of the Aquatics Facility; and

WHEREAS, the City has not yet secured sufficient funding to construct the Aquatics Facility Center and desires to have the District reserve the Land for the future construction of the Aquatics Facility by the City once the funding is secured; and

WHEREAS, the District desires to reserve the Land for the City’s future construction of the Aquatics Facility to be jointly used by the City and the District in accordance with the terms and conditions specified herein; and

WHEREAS, in reserving the Land pursuant to this Agreement, the District reaffirms such action as lying within the purpose and mission of the District and determines that such Land is not surplus property; and

WHEREAS, the District determines that this Agreement fulfills school purposes; and

WHEREAS, the City determines that it is in the best interest of the City, its citizens and school children to participate in providing recreation services in Woodland.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 EFFECTIVE DATE, DESCRIPTION AND RESERVATION OF LAND

1.1 Effective Date. The Parties agree that a condition precedent to the effectiveness of this Agreement is the successful sale of the Willow Spring Property by the District to the City. The Parties agree that the “Effective Date” of this Agreement shall be the same date as the “Closing Date” for the Willow Spring Property as specified in the Purchase and Sale Agreement and Joint Escrow Instructions between the Woodland Joint Unified School District and the City of Woodland, dated September 14, 2018. In the event the sale of the Willow Spring Property does not occur, this Agreement shall automatically be null and void without further action by the Parties.

1.2 Description of Land. The land is an approximate 2.5 acre vacant parcel of real property located along Pioneer Avenue adjacent to Pioneer High School (a portion of Yolo County Assessor’s Parcel Number (“APN”), APN: 042-580-019-000), Woodland, CA (“Land”). A map and legal description of the Land subject to this Agreement is attached hereto as Attachment “A.”

1.3 Reservation Term. The District hereby reserves for the City the Land for a period not to exceed ten (10) years from the Effective Date (“Reservation Term”) while the City: (i) secures funding for purposes of constructing and operating the Aquatics Facility as described herein pursuant to the terms of this Agreement; (ii) designs the Aquatics Facility as described in Exhibit “B” herein; (iii) obtains all permits and approvals required to commence construction of the Aquatics Facility as required by Section 5.1 and Section 5.4 herein; and (iv) complies with CEQA as required by Section 5.8 herein. The District retains full rights of ownership and use of the Land during the Reservation Term, and the City retains the right not to proceed with design and construction during the Reservation Term.

1.4 Notice of Funding and Intent to Proceed. The City, in its sole discretion, shall provide written notice to the District that it has secured funding and required approvals for purposes of constructing the Aquatics Facility and intends to proceed with construction of the Aquatics Facility (“Notice of Funding”) any time prior to the expiration of the Reservation Term.

Effective upon Notice of Funding, the District hereby grants a license to City to use the Land for purposes of constructing and operating the Aquatics Facility as described herein pursuant to the terms of this Agreement; provided however, that prior to the Notice of Funding, the Parties shall have developed a mutually agreeable schedule for the construction of the Aquatics Facility and finalized the terms of the Joint Use Agreement in accordance with Article 6 herein.

1.5 Expiration of Reservation and Termination of Agreement. The District's Reservation shall automatically expire and this Agreement shall automatically terminate in the event the City fails to provide the District with Notice of Funding prior to the expiration of the Reservation Term and/or if the Parties fail to agree on the terms of the Joint Use Agreement in accordance with Article 6 herein.

1.6 Consideration for the Reservation of Land. In consideration of the Reservation of Land specified in this Article 1, the City shall pay the District the lump sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) due and payable as of the Effective Date.

ARTICLE 2 TERM OF JOINT USE AGREEMENT UPON NOTICE OF FUNDING

2.1 Term. Upon the City's issuance to the District of the Notice of Funding pursuant to Article 1 herein, the term of this Agreement shall be automatically extended for a period of fifty (50) years from the date of the Notice of Funding. In the event the City fails to provide notice to the District of receipt of funds pursuant to Article 1, this Agreement shall automatically be null and void without further action by the Parties.

2.2 Option to Renew. The Parties may extend this Agreement by mutual agreement for up to four (4) additional terms of five (5) years each ("Subsequent Terms").

ARTICLE 3 TERMINATION OF AGREEMENT

3.1 District may terminate this Agreement in the event the City materially breaches the terms of this Agreement. In such case, District must deliver notice of breach to the City which then shall have thirty (30) calendar days to cure the breach, unless an additional thirty (30) day extension of time to cure is granted in the sole discretion by the District. In the event the City fails to cure the breach within thirty (30) calendar days, then this Agreement shall immediately terminate.

3.2 City may terminate this Agreement for the City's Convenience with or without cause upon at least nine (9) months' prior written notice to the District. In the event of such termination, the Ownership of the Aquatics Facility shall be determined in accordance with Article 4, Section 4.2 herein.

ARTICLE 4 DESCRIPTION AND OWNERSHIP OF AQUATICS FACILITY

4.1 Description of Aquatics Facility. The Aquatics Facility to be constructed and operated by the City consists of improvements to the Land to include a municipal swimming pool and aquatic center as more fully described in Attachment "B," which is attached herein and hereby incorporated by reference.

4.2 Ownership of the Aquatics Facility. The City shall own the Aquatics Facility constructed on the Land during the term of this Agreement. The title to the Land shall remain with the District throughout the term of this Agreement. Upon expiration or sooner termination of this Agreement as authorized herein, the City shall have the option, to be exercised by providing written notice to the District at least six (6) months prior to the expiration of the Agreement, to either: (i) remove at the City's sole cost and expense the Aquatics Facility and to return the Land to the condition it was in at the commencement of this Agreement (as of the Effective Date); or (ii) to abandon the Aquatics Facility. If the City chooses to abandon the Aquatics Facility, then the Aquatics Facility and all buildings and improvements shall automatically belong to, and become the property of, District, free from any rights, claims, and liens of City or any person, agency, political subdivision, firm, or corporation claiming under City without any compensation therefore from District to City or to any other person, agency, political subdivision, firm, or corporation. Additionally, such building and improvements shall be surrendered to District, excepting that movable furniture, personal property, and trade fixtures may be removed by City at or before the expiration or sooner termination of this Agreement, provided, however, that the removal of any of the property so excepted will not structurally injure the building or improvements or render the buildings or improvements or any part thereof unfit for use and occupancy. City shall pay the cost of restoration of, or repairing any damage to, the Land arising from the removal of the personal property so excepted.

ARTICLE 5 CONSTRUCTION OF AQUATICS FACILITY

5.1 Construction of Aquatics Facility. City shall be responsible for the design, permitting, construction, financing, and maintenance of the Aquatics Facility. The District shall be consulted concerning the design of the Aquatics Facility and shall review the plans and specifications, but City shall have final approval authority for the design. The City agrees that all design and construction shall comply with all applicable state, federal, and/or local laws, and ordinances pertaining to construction of a municipal swimming pool and related facilities, as further described in Exhibit "B." The Parties agree and understand that the Aquatics Facility shall consist of a municipal swimming pool and related facilities primarily for the benefit of the general public and that the primary purpose will not be to serve or instruct students. The Parties agree and understand that the approval of the design, permitting and construction of the Aquatics Facility are under the jurisdiction of the City of Woodland.

5.2 Construction Obligation; Condition Precedent to Construction. City shall enter into a construction contract with a licensed California general contractor ("General Contractor") for construction of the Aquatics Facility on the Land in accordance with the approved plans and shall cause such General Contractor to commence construction on a schedule as mutually agreed to between the Parties.

5.3 Condition Precedent to Construction. Before commencement of any work upon the Land, City shall deliver to District: (i) copies of any site permits and approvals obtained to date, (ii) evidence of builder's risk insurance in accordance with requirements of the District, (iii) evidence of proper worker's compensation insurance as procured to cover all persons employed by City and its agents in connection with the construction of the improvements on the Land, and (iv) evidence of construction funding and construction equity for the entire Aquatics Facility.

5.4 Compliance With Law and Quality. The Aquatics Facility shall be constructed, and all work performed on said Land and all buildings or other improvements erected on said Land shall be in accordance with all valid laws, ordinances, regulations and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over said Land. All work performed on said Land pursuant to this Agreement, or authorized by this Agreement, shall be done in a good workmanlike manner. Completion of construction of the Aquatics Facility (“Completion of Construction”) shall be deemed to have occurred in full compliance with all valid laws, ordinances, regulations, and orders when valid final Certificates of Occupancy or their equivalent have been issued by the proper governmental agencies or entities for all structures or other improvements comprising the Aquatics Facility.

5.5 Mechanics’ Lien. City hereby agrees to indemnify and save District harmless from and against any loss, damage or liability arising out of any mechanics’ liens for claims for labor or services, materials or supplies or equipment performed or furnished to the Land after the Effective Date.

5.6 Obligation to Maintain Insurance During Construction of Aquatics Facility. City has insurance through the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA). District acknowledges and agrees that such insurance is sufficient for purposes of this Agreement. City agrees to cause any contractor making substantial improvements on the Aquatics Facility to procure or shall have procured, and to continuously maintain such insurance policies as are required under this Article 5 (individually an “Insurance Policy” and collectively, the “Insurance Policies”). Prior to commencement of any work on the Land, the City and District shall negotiate the details of and add the following terms to this Agreement by Amendment:

5.6.1 Insurance Policies. City shall ensure that it and its contractor(s) shall procure, or cause to be procured, and maintain, or cause to be maintained, in full force and effect the Insurance Policies as follows:

5.6.1.1 General Liability Insurance.

5.6.1.2 Builder’s Risk Insurance.

5.6.1.3 All Risk Insurance.

5.6.1.4 Workers’ Compensation Insurance.

5.6.1.5 Errors and Omissions Insurance.

5.7 The District understands that the City may delegate construction and/or operational roles of the Aquatics Facility to other entities provided, however, such entities must comply with the terms of this Agreement.

5.8 The City shall be responsible for complying with the California Environmental Quality Act (“CEQA”) and all applicable statutes, regulations, ordinances and rules applicable to this Agreement.

5.9 Easements. Both parties recognize that utility easements may be required for sewer, water, telephone, electrical, and gas lines in connection with the construction of the Aquatics Facility and use of the Land. Both parties agree to cooperate in determining the location of any such easements prior to the construction of the Aquatics Facility. City acknowledges that the District must comply with California legal requirements as a prerequisite to the granting of easements on District property. Both parties agree to cooperate in the grant of any additional easements that may become necessary in connection with the construction, use, and operation of the Aquatics Facility. To the extent any such utility easements would result in shared utility use between the District property other than the Land and the City, the parties shall share responsibility for such costs on a pro rata basis in accordance with their respective uses. Should City draw electricity or other utility services to the Land from District utility suppliers, separate meters shall be installed at the City's sole expense. City shall pay for the electricity and other utility services it consumes in its operations to the utility provider or to the District if necessary, except as otherwise agreed between the parties. City shall have no responsibility for easements used solely for District property other than the Land.

5.10 During construction, City shall cause to have installed a fence separating the Land from the Pioneer High School and shall require such safety measures for the protection of District students during the construction of the Aquatics Facility.

ARTICLE 6 JOINT USE OF AQUATICS FACILITY

6.1 The City and District agree that the specific terms and conditions of the joint use of the Aquatics Facility by each Party will be agreed to and added to this Agreement as Attachment "C" prior to commencement of any work on the Land. Prior to the Notice of Funding by the City, the Parties agree to negotiate in good faith the joint use terms and conditions which shall include, but not be limited to, the following minimum terms:

6.1.1 District and City may utilize the Aquatics Facility without monetary consideration to the other Party. However, should the District desire to use the Aquatics Facility for non-athletic events, such as a pool party, District shall rent the Aquatics Facility from the City on the same terms and conditions as all other users.

6.1.2 With respect to the use of Facilities, District and City shall conduct periodic meetings for the purpose of scheduling anticipated uses of the Facilities ("Scheduling Meetings"). District and City shall also discuss and schedule City's anticipated maintenance of the Aquatics Facility, which will occur during times when the District's swim team is not using the Aquatics Facility. The Parties understand and agree that such maintenance will require the swimming pool to be non-operational during maintenance.

6.1.3 Notwithstanding anything in this Agreement to the contrary, District shall have first priority use (up to and including exclusive use) of the community pool and aquatic center, from 3:00 p.m. to 5:30 p.m. and shared use from 5:30 p.m. to 6:30 p.m. during the months of February, March, April and May of each year on Monday through Friday (except on School Holidays). School Holidays shall be defined as those days or portions of days when school is not in session. The District agrees to notify the City during the Scheduling Meetings of any dates and times specified in this Section 6.1.3 that the District will require exclusive use or will not

require use of the Aquatics Facility. In addition, the District may utilize the Aquatics Facility for swim meets, water polo matches, and invitationals to be scheduled during Scheduling Meetings.

6.1.4 The Aquatics Facility will be available to City to schedule for general public use when not otherwise scheduled for District use. The City shall notify the Pioneer High School administration in advance of all swim meets or other similar public events that occur at the Aquatics Facility.

6.1.5 District shall notify City at the Scheduling Meetings of any school swim events that are anticipated to extend more than one half (1/2) hour beyond a school's closing time so that such events may be included in the schedule which is agreed upon at the Scheduling Meetings. Each Party agrees to utilize the Facilities in conformance with federal and state law, as well as District and City administrative regulations, ordinances, and policies. Each Party understands and agrees that there shall be at least one (1), but preferably two (2), certified lifeguards provided at each Party's sole cost and expense, present at the swimming pool whenever individuals are using the municipal pool.

6.1.6 The use of Aquatics Facility by City shall be in such a manner, as not to interfere with the District's scheduled use of Aquatics Facility.

6.1.7 The Parties agree that each Party shall provide all materials and equipment to be used in their respective activities. Selected permanent equipment, which is owned by the District on the Land, may be used by the City. Selected permanent equipment, which is owned by the City on the Land, may be used by the District.

6.2 Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at each individual facility within the Aquatics Facility will be coordinated in such a manner to allow dual access while maintaining the safety and property security of such facility.

6.3 Joint Parking.

6.3.1 The terms and conditions associated with any joint parking on the District's Pioneer High School lot must be agreed to by the Parties and added to this Agreement as Attachment "C". Such terms and conditions shall include designating a fenced off area of the Pioneer High School parking lot, with such fence to be constructed by the District at the District's expense, for use by the public visiting the City's Aquatic Facility. City anticipates needing approximately fifty (50) parking spaces for its public and recreational swimming uses. The location of such spaces will be determined by District and City. The parties anticipate that the parking lot will accommodate both the Pioneer High School users and City users during school hours and that City will be permitted to use more than the 50 specified parking spaces when school is not in session. The Parties will enter into a separate agreement concerning parking. Such parking terms and conditions shall also address City's use of the District's parking lot during the summer months and other times when school is not in session, the joint use of the parking lot when the City uses the Aquatic Facility, and when the District has other scheduled activities occurring, such as a theater production, graduation, or other sporting events, and providing ADA-compliant parking spaces.

6.3.2 The City shall be responsible for informing City's users of the designated parking areas and may post notices and/or issue parking passes for such spaces. District may provide written authorization to City to authorize the towing of unauthorized vehicles from the District's parking lot.

6.4 Utilities. City shall promptly pay, when due, all charges for any and all utilities (including, without limitation, water, sewage, electricity and gas) supplied to Aquatics Facility.

6.5 Recreation Program Costs. Except as otherwise provided, neither Party shall be responsible to the other Party for the cost of the other Party's recreation programs or the cost of any third-party organization that might benefit from a particular aspect of this Agreement. The City covenants and agrees to bear all costs that it should incur with respect to the operation of any recreation program, including the cost of service of its employees and incidental costs in connection therewith. District covenants and agrees to bear all costs that it incurs in respect to the operation of any school activity. The Parties acknowledge that the City may charge reasonable fees for the use of Facilities as permitted under the laws of California to offset the costs associated with establishing, coordinating, and conducting certain recreation programs and that the District may charge reasonable fees for its costs of hosting swim meets, water polo matches, and invitationals.

6.6 Recreation Organizations. With respect to Recreation Organizations, City shall be responsible for the scheduling of recreation programs by such Recreation Organizations. City shall require each of the Recreation Organizations to execute a document stating substantially the following:

[Name of Recreation Organization] agrees to hold harmless, defend, and indemnify District and City against all actions, claims, or demands, for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City and/or District, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facilities by **[Name of Organization]** or its agents, servants or employees.

ARTICLE 7 MAINTENANCE, OPERATIONS AND REPAIR RESPONSIBILITIES

7.1 The City shall be responsible for the maintenance and operations of the Aquatics Facility. The City may delegate such maintenance responsibilities to other entities, provided that such entities comply with the terms of this Agreement. Each Party shall exercise due care in the use of, and keep the Aquatics Facility clean and sanitary at all times while using it and shall not permit any garbage, debris, or waste of any kind to collect or remain on the Land, and shall ensure that the Aquatics Facility is left in a clean and sanitary condition upon the conclusion of any use of the Aquatics Facility.

7.2 Each Party shall be wholly responsible to repair, remediate or fund the replacement or remediation of any and all damages or vandalism to the Aquatics Facility caused by its respective uses.

7.3 The Parties agree that a City sponsored local recreation organization (“Recreation Organization”), may be allowed to provide special maintenance or improvements to a Facility which is considered beneficial to all Parties as long as such other Party or Recreation Organization complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by public entity.

7.4 The Parties agree that all Facilities will be kept in good repair and in a manner suitable for usage by City, District and Recreation Organizations. However, to maintain the condition of the Facilities, downtime maintenance is required. Activities cannot be scheduled at Facilities during this maintenance period. Such maintenance period shall be discussed and determined during the Scheduling Meetings.

7.5 The Parties agree to schedule any planned renovation and/or repairs in a manner to minimize impact upon each other, Recreation Organization and other community uses and to submit any planned renovation/repairs to Facilities at the Scheduling Meetings so as to assist in accurate seasonal planning.

7.6 The Parties agree that unanticipated emergencies or maintenance problems may arise that cause the Aquatics Facility to close. In the event of such unanticipated closure, the Parties agree to cooperate with each other in communicating such information to the other Party, each Party’s users, and the general public and to attempt to resolve the issue as expeditiously as possible.

7.7 The Parties agree to inform the other Party of any unsafe conditions on the Land by the close of business on the next day following the observation.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Mutual Indemnification.

8.1.1 District agrees to hold harmless, defend, and indemnify City against all actions, claims, or demands for injury, death, loss, or damage, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of City, its agents, servants, or employees), whenever such injury, death, loss, or damage is a consequence of, or arises out of the use of the Aquatics Facility by District or its agents, servants, employees, or implementation of this Agreement. Notwithstanding the foregoing, the District’s obligation to defend the City or any of its agents and employees for any judgment or settlement shall extend only to the percentage of negligence of the District in contributing to such claim, damage, loss, and expense. The District waives all subrogation rights against the City for benefits paid to its employees for injuries growing out of the performance of this Agreement.

8.1.2 City agrees to hold harmless, defend, and indemnify District against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of District, its agents, servants, or employees), whenever such injury, death, loss, damage, or claim is a consequence of, or arises out of the use of the Facilities by City or its agents, servants, employees, or implementation of this Agreement including, without limitation, negligent acts or omissions of City and/or Recreation Organizations involving the condition of the Aquatics Facility for which the City was obligated to maintain. Notwithstanding the foregoing, the City's obligation to defend the District or any of its agents and employees for any judgment or settlement shall extend only to the percentage of negligence of the City in contributing to such claim, damage, loss and expense. The City waives all subrogation rights against the District for benefits paid to its employees for injuries growing out of the performance of this Agreement.

8.1.3 The provision of indemnity set forth in this Section shall not be construed to obligate a Party to pay any liability, including, but not limited to, punitive damages, which by law would be contrary to public policy or otherwise unlawful.

8.2 Privileges and Immunities. Notwithstanding anything to the contrary in this Agreement, neither Party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either Party.

ARTICLE 9 NOTICES

9.1 All formal notices, demands, and communications between the Parties shall be given either by: (i) personal service; (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery; or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

If to District:

Attention: Superintendent
Woodland Joint Unified School District
435 Sixth Street
Woodland, CA 95695

If to City:

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

9.2 Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any Party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

9.3 The Parties will provide each other after-hours emergency contact phone numbers of appropriate supervisory staff which shall be periodically updated. Such lists will also include emergency contact numbers for other facilities that may be utilized in the event of a community emergency.

ARTICLE 10 DISPUTE RESOLUTION

10.1 The Parties shall exercise good faith efforts to resolve through negotiation any disputes arising out of this Agreement. If City and District staff are unable to resolve an issue, such issue shall be brought to the City Manager and District Superintendent for consideration and resolution. In the event the City Manager and District Superintendent are unable to resolve the dispute, each shall nominate a representative, who together shall appoint a third individual. The three individuals shall resolve the dispute by majority decision which shall be put in writing and distributed to the Parties. Such decision shall be final unless either Party elects to seek relief from a court of competent jurisdiction within thirty (30) calendar days from the date of the mailing of the written decision. Any costs and fees associated with the services of a third party provided herein shall be shared equally between the Parties. Any lawsuit filed regarding this Agreement shall be filed in Superior Court of the State of California, County of Yolo, Woodland California.

ARTICLE 11 MISCELLANEOUS

11.1 Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives, and assigns of all the Parties hereto.

11.2 Inconsistent Use.

11.2.1 In the event that District's governing board should determine that City's use of the Aquatics Facility are inconsistent with District's use of the Facilities for school purposes or that City's use interferes with the education programs and activities at Aquatics Facility, the Parties agree to resolve such dispute pursuant to Article 10 of this Agreement.

11.2.2 In the event that City's governing board should determine that District's use of Aquatics Facility are inconsistent with City's use of the Facilities for City purposes or that District's use interferes with the community programs and activities at Aquatics Facility, the Parties agree to resolve such dispute pursuant to Article 10 of this Agreement.

11.3 Official Representatives. The official representatives for District and City shall be the Superintendent or his/her designee and City Manager or his/her designee respectively. These official representatives shall be responsible for assuring compliance with the rules for use of the Facilities including, without limitation, District and City's administrative regulations.

11.4 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11.5 Effect Of Recitals. The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

11.6 Force Majeure. Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

11.7 No Assignment of Rights. No rights which District or City has under this Agreement may be assigned to any other person, persons, or corporation without prior written approval of the other Party.

11.8 Employees.

11.8.1 For purposes of this Agreement, all persons employed in the performance of services and functions for the City shall be deemed City employees and no City employee shall be considered as an employee of the District under the jurisdiction of the District, nor shall such City employees have any District pension, civil service, or other status while an employee of the City.

11.8.2 For purposes of this Agreement, all persons employed in the performance of services and functions for the District shall be deemed District employees and no District employee shall be considered as an employee of the City under jurisdiction of the City, nor shall such District employees have any City pension, civil service, or other status while an employee of the District.

11.9 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

11.10 Entire Agreement. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the recreational use of facilities and is a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon written consent of the Parties hereto.

11.11 Execution in Counterparts. This Agreement may be executed in counterparts, and all so executed shall constitute one Agreement binding on all Parties hereto notwithstanding that all Parties are not signatories to the original or the same counterpart.

11.12 Third-Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

11.13 Joint Preparation. This Agreement shall be deemed to have been prepared jointly by the Parties, and the usual rule that the provisions of a document are to be construed against the drafter shall not apply.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date as defined in Section 1.1 herein.

DISTRICT

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

CITY

CITY OF WOODLAND

By: _____
City Manager

ATTACHMENT "A"
DESCRIPTION OF LAND



449-142
03/09/2018

EXHIBIT A

THAT portion of real property situate in the City of Woodland, County of Yolo, State of California, and being a portion of Section 3, Township 9 North, Range 2 East, Mount Diablo Base and Meridian, and also being a portion of that 77.249-acre Parcel of Land as described in Document No. 2004-0053992-00, Yolo County Records, and being more particularly described as follows:

BEGINNING at a point on the East line of Pioneer Avenue, said point being distant the following two (2) courses and distances from City of Woodland Geodetic Point "T-22", as shown in Book 2002 of Maps at Pages 88-94, said County Records: 1) South 87°41'55" West 2,633.36 feet to City of Woodland "R-22"; and 2) South 32°22'14" West 2,283.55 feet to the POINT OF BEGINNING; thence, from said POINT OF BEGINNING and leaving said East line, South 88°55'47" East 389.00 feet; thence South 01°01'59" West 280.00 feet; thence North 88°55'47" West 389.00 feet to said West line of said Pioneer Avenue; thence, along said West line, North 01°01'59" East 280.00 feet the POINT OF BEGINNING.

Containing 2.500± acres of land, more or less.

The basis of bearings for this description is the grid bearing between City of Woodland Geodetic Points "R-22" and "T-22"; said "R-22" having coordinates of North (Y) 2,003,281.056 feet and East (X) 6,636,517.709 feet; said "T-22" having coordinates of North (Y) 2,003,386.801 feet and East (X) 6,639,148.946 feet; said grid bearing being South 87°41'55" West as determined from Book 2002 of Maps at Pages 88 - 94, said County Records.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of 0.99994445.

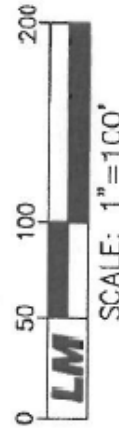
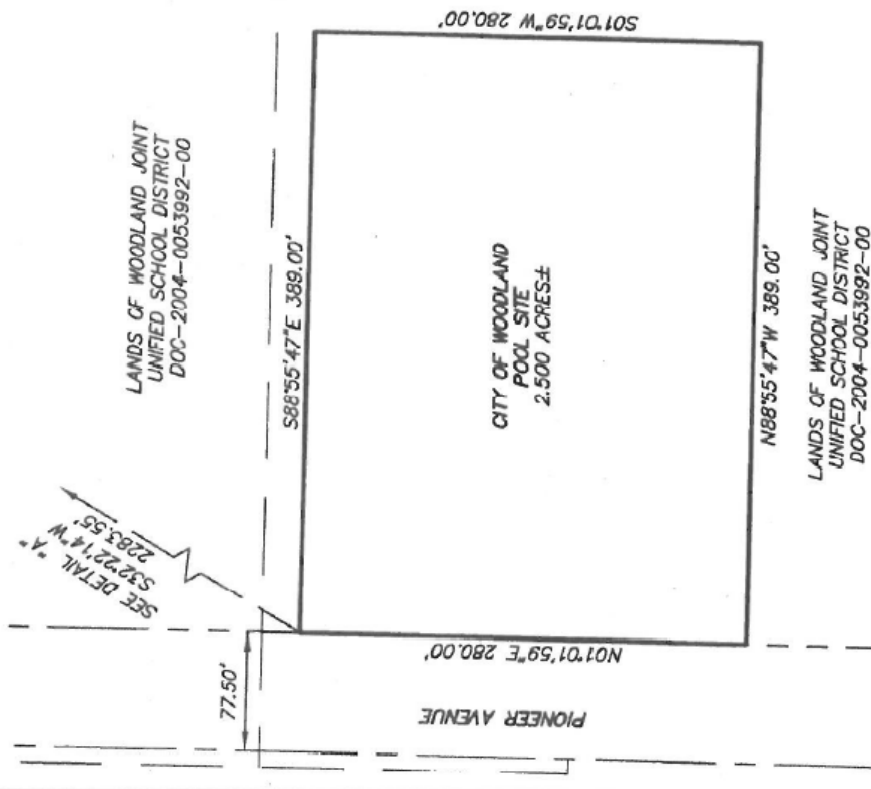
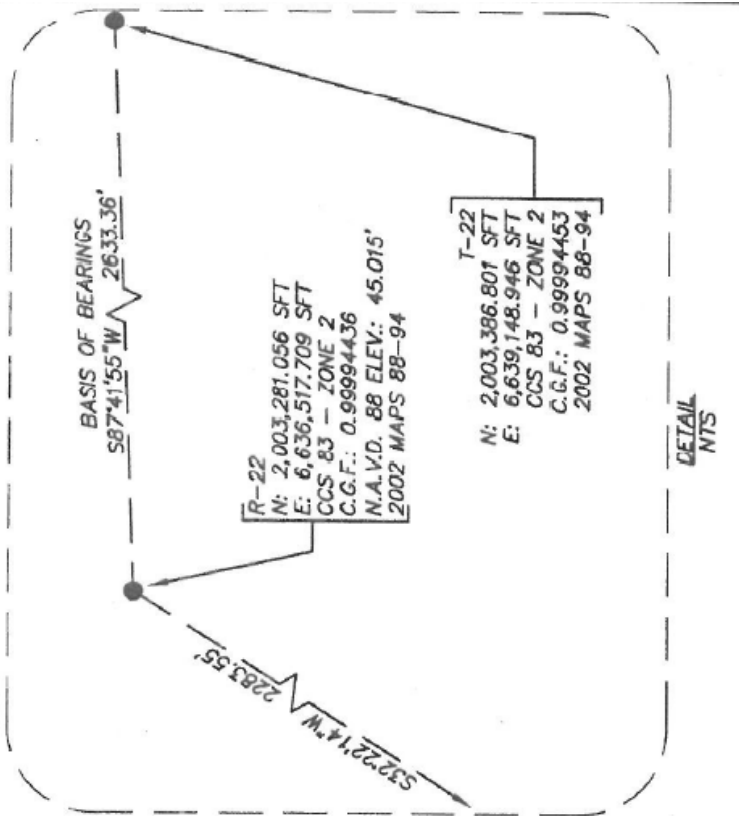
End of description.

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




Bryan P. Bonino, L.S. 7521

4/25/18
Date



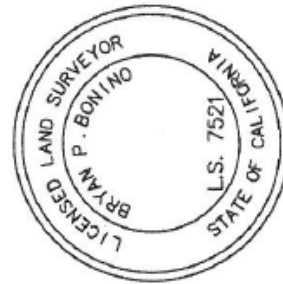
SCALE: 1"=100'

EXHIBIT B

FOR

CITY OF WOODLAND
LOCATED IN A PORTION OF SECTION 3,
TOWNSHIP 9 NORTH, RANGE 2 EAST,
MOUNT DIABLO BASE & MERIDIAN
CITY OF WOODLAND,
YOLO COUNTY, CALIFORNIA

SHEET 1 OF 1 MARCH 9, 2018



Bryan P. Bonino 4/25/18
BRYAN P. BONINO DATE

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY
DIRECTION IN ACCORDANCE WITH SECTION 8761 OF
THE PROFESSIONAL LAND SURVEYORS' ACT.

LM LAUGENOUR AND MEIKLE

CIVIL ENGINEERING • LAND SURVEYING • PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 • PHONE: (530) 662-1755
P.O. BOX 928, WOODLAND, CALIFORNIA 95776 • FAX: (530) 662-4602

ATTACHMENT “B”
DESCRIPTION OF AQUATIC FACILITY

The complete plans and specifications for the construction of the Aquatics Facility shall be attached hereto and incorporated herein by reference prior to Notice of Funding. The Parties anticipate that the Aquatics Facility will consist of a swimming pool(s), locker room, equipment room, and a meeting room.

(TO BE ATTACHED)

ATTACHMENT "C"
JOINT USE TERMS AND CONDITIONS

The complete joint use terms and conditions shall be attached hereto and incorporated herein by
reference prior to Notice of Funding

(TO BE ATTACHED)