



**City Council
Regular Meeting
AGENDA**

(to be held both at the physical and virtual locations below)

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

To participate or view the virtual meeting, go to the following link: <https://us06web.zoom.us/j/87505300347>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 875 0530 0347
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

May 1, 2024 - 6:00 PM

-
- 1. ROLL CALL**
 - 2. PLEDGE OF ALLEGIANCE**
 - 3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS**
 - 4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

- 4.a. Proclamation of the City of Ukiah Recognizing May as Asian American and Pacific Islander Heritage Month.
Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing May as Asian American and Pacific Islander Heritage Month.
Attachments:
 1. Proclamation
- 4.b. Proclamation of the City of Ukiah Recognizing May as Older Americans' Month.
Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing May as Older Americans' Month.
Attachments:
 1. Proclamation
- 4.c. Proclamation Recognizing May 12th – 18th as Police Week in the City of Ukiah.
Recommended Action: Issue Proclamation
Attachments:

1. Proclamation

- 4.d. Police Department Annual Report and Review of Mid-Year Departmental Budget for Fiscal Year 2023-25, Review of Draft Objectives, and Review of Five-Year Capital Improvement Plan Updates for Fiscal Year 2024-25.

Recommended Action: Receive Report and Provide Direction

Attachments:

1. 2023 Annual Report

5. PETITIONS AND COMMUNICATIONS

6. APPROVAL OF MINUTES

- 6.a. Approval of the Minutes for the April 17, 2024, Special Meeting.

Recommended Action: Approve the Minutes for the April 17, 2024, Special Meeting.

Attachments:

1. 2024-04-17 Draft Minutes - Special Budget Workshop

- 6.b. Approval of the Minutes for the April 17, 2024, Regular Meeting.

Recommended Action: Approve the Minutes for the April 17, 2024, Regular Meeting.

Attachments:

1. 2024-04-17 Draft Minutes - Regular Meeting

7. RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

8. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 8.a. Authorize City Manager to Negotiate and Execute an Assignment and Assumption of Amended Lease for the Lease Agreement with Ukiah Aviation Services to Vega Air, LLC.

Recommended Action: Authorize City Manager to Negotiate and Execute an Assignment and Assumption of Amended Lease for the Lease Agreement with Ukiah Aviation Services to Vega Air, LLC.

Attachments:

1. UAS Lease
2. Wayward Enterprises / Vega Air LLC (Vega) Letter of Intent
3. Assignment and Assumption of Amended Lease

- 8.b. Consideration of Award of Bid to Lincoln Aquatics in the Amount of \$62,512.72 for the Municipal Pool Filtration System, Specification No.E39825, and Approval of Corresponding Budget Amendment.

Recommended Action: Award a bid to Lincoln Aquatics in the Amount of \$62,512.72 for the Municipal Pool Filtration System, Specification No.E39825, and approve corresponding budget amendment.

Attachments:

1. Picture of Filters
2. BID TABULATION RFB E39825
3. Lincoln Aquatics Bid

- 8.c. Consideration of Adoption of Resolution Approving Records Destruction for the Human Resources and Risk Management Department.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents for the Human Resources and Risk Management Department.

Attachments:

1. Proposed Resolution with Exhibit A

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda that is within the subject matter jurisdiction of the City Council, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (6:15 PM)

- 12.a. Public Hearing to Receive Public Comment and Discuss Final Grantee Performance Under State Community Development Block Grants 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097, and Adopt Two Resolutions Acknowledging Project Accomplishments, Confirming Receipt of all Grant Reimbursement Funds from the State, and Approving Any Corresponding Budget Amendments Required as Part of the Grant Closeout Process.

Recommended Action: 1) Receive report from Staff on final performance of State Community Development Block Grants 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097; 2) Conduct a public hearing to receive public comment; 3) Adopt two Resolutions acknowledging accomplishments, confirming activity completion, and confirming receipt of all grant reimbursement funds from the State; and 4) Approve any corresponding budget amendments required as part of the grant closeout process.

Attachments:

1. Resolution 2021-03
2. Resolution 2022-81
3. Ambulance Specifications
4. Purchase Order48373-00
5. PhotographsOfAmbulance
6. Ambulance Purchase Staff Report
7. Resolution - Close-20-CDBG-CV2-3-00081
8. Resolution - Close-20-CDBG-CV2-3-00097
9. Standard Agreement Amendment 1
10. Standard Agreement

13. UNFINISHED BUSINESS

- 13.a. Receive and File Third Quarter Financial Report.

Recommended Action: Receive and file report.

Attachments: None

14. NEW BUSINESS

- 14.a. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).
Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).
Attachments:
1. 2024 City Council Special Assignments and Ad Hocs 4-19-24

15. CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING

- 15.a. **Conference with Legal Counsel – Initiation of Litigation**
(Government Code Section 54956.9(d)(4))
Initiation of litigation (3 cases)
- 15.b. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9)
Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036
- 15.c. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 180-110-12; 180-120-15; 180-120-16
Negotiator: Shannon Riley, Deputy City Manager
Negotiating Parties: GMB Realty Partners, Inc.
Under Negotiation: Price & Terms of Payment
- 15.d. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 003-230-03-00
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Mark and Jann Lanz
Under Negotiation: Price & Terms of Payment
- 15.e. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units

16. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm. Any handouts or presentation materials from the public must be submitted to the clerk 48 hours in advance of the meeting; for handouts, please include 10 copies.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, CMC/CPMC
Dated: 4/25/24



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the City of Ukiah Recognizing May as Asian American and Pacific Islander Heritage Month.

DEPARTMENT: City Manager / Admin

PREPARED BY: Maria Ceja, Administrative Analyst

PRESENTER: Josefina Duenas, City Council, Mayor

ATTACHMENTS:

1. Proclamation

Summary: Council to issue a proclamation recognizing May as Asian American and Pacific Islander Heritage Month.

Background: The City of Ukiah celebrates and honors Asian American and Pacific Islanders and their contribution to our community during the month of May. In 2009, President Obama issued Presidential Proclamation 8369 proclaiming May as Asian American and Pacific Islander Heritage Month, and the City of Ukiah joins the celebrations, advancing leaders through opportunity.

Discussion: The Ukiah City Council will issue a proclamation recognizing May as Asian American and Pacific Islander Heritage Month (Attachment 1).

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing May as Asian American and Pacific Islander Heritage Month.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

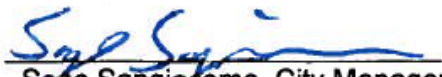
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Diversity and Equity Committee

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 1** – Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

PROCLAMATION

City of Ukiah



Recognizing

**May as “Asian American and Pacific Islander Heritage Month”
in the City of Ukiah**

Whereas, *Asian American and Pacific Islander Heritage Month* originated in a congressional bill in June of 1977. On March 28, 1979, President Carter issued Presidential Proclamation 4650, proclaiming the week beginning on May 4, 1979, as Asian/Pacific American Heritage Week; and

Whereas, On May 1, 2009, President Obama issued Presidential Proclamation 8369 proclaiming May 2009 as *Asian American and Pacific Islander Heritage Month*; and

Whereas, generations of *Asian American and Pacific Islanders* of all backgrounds have been inspirational examples of leaders and trailblazers and have a longstanding history of making esteemed, significant, cultural, economic, and community contributions across the United States and California; and

Whereas, a vast diversity of languages, religions, and cultural traditions of Asian Americans and Pacific Islanders is continuously fostered to strengthen the fabric of American society; and

Whereas, the 2024 theme for the observance of Asian American, Native Hawaiian and Pacific Islander Heritage Month is “*Advancing Leaders Through Opportunity*”; and

Whereas, there are many ways to celebrate *Asian American and Pacific Islander Heritage Month* and we encourage employers, schools, and other community organizations in Ukiah to learn more about *Asian American and Pacific Islander Heritage Month*; and

Whereas, we encourage our community to observe this month with appropriate programs and activities to celebrate *Asian American and Pacific Islander Heritage Month* to affirm Ukiah’s commitment to an inclusive community that increases our awareness, appreciation, and celebration of all people.

Therefore be it resolved, that the City Council of the City of Ukiah, hereby proclaims:

Asian American and Pacific Islander Heritage Month in the City of Ukiah

*Signed and sealed, this 1st day of May in the year
Two Thousand and Twenty-Four.*

Josefina Dueñas, Mayor



AGENDA SUMMARY REPORT

SUBJECT: Proclamation of the City of Ukiah Recognizing May as Older Americans' Month.

DEPARTMENT: City Manager / Admin

PREPARED BY: Maria Ceja, Administrative Analyst

PRESENTER: Josefina Duenas, Mayor

ATTACHMENTS:

1. Proclamation

Summary: Ukiah City Council to issue a proclamation recognizing May as Older Americans' Month.

Background: The City of Ukiah recognizes the need to celebrate older citizens, help create an inclusive society and accept the challenge of flexible thinking around aging. The community is encouraged to observe the month of May with programs and activities to celebrate Older Americans' Month.

Discussion: The Ukiah City Council will issue a proclamation recognizing May as Older Americans' Month (Attachment 1).

Recommended Action: Issue a Proclamation of the Ukiah City Council recognizing May as Older Americans' Month.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

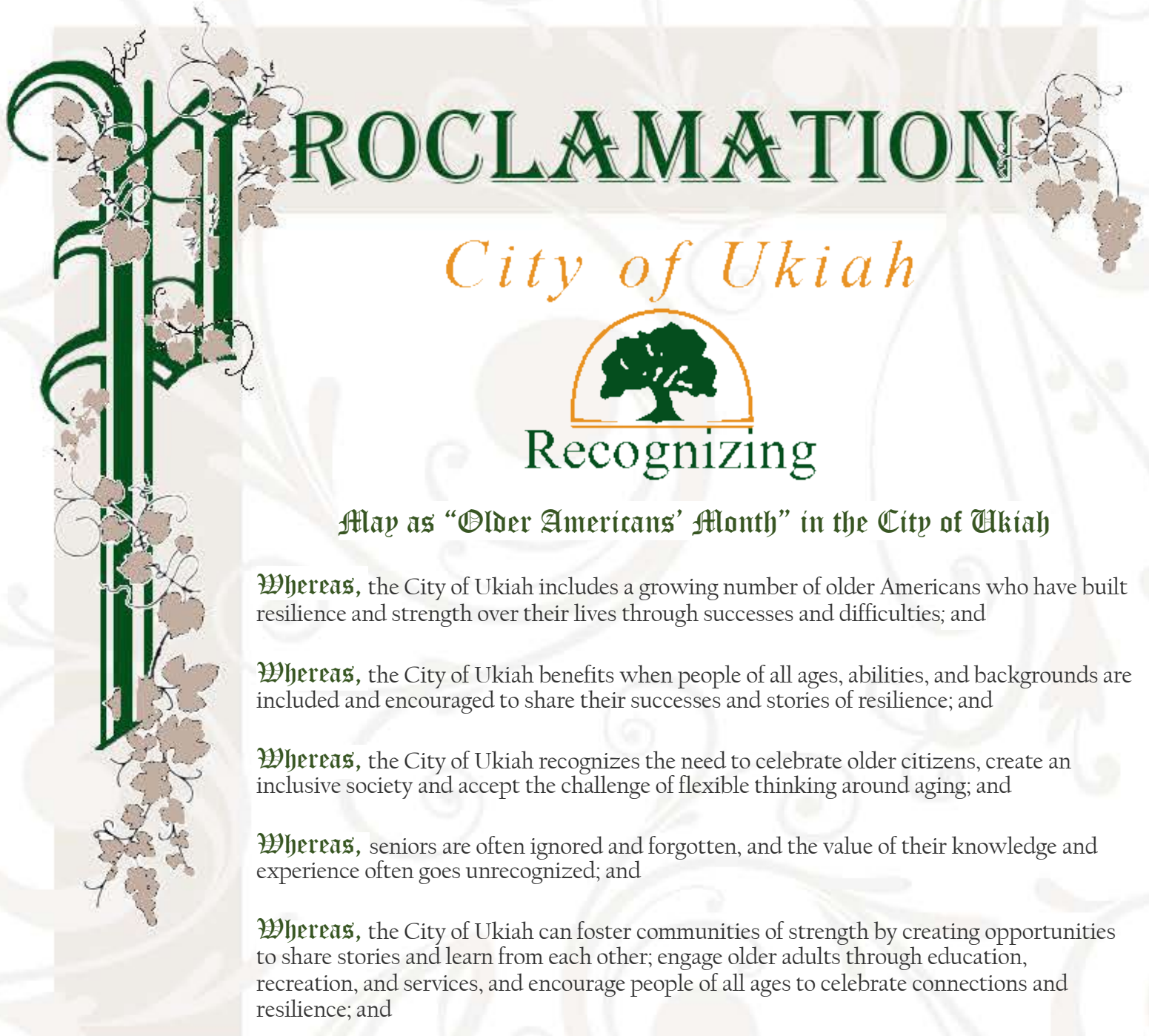
COORDINATED WITH: Diversity and Equity Committee

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 1** – Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager



Whereas, the City of Ukiah includes a growing number of older Americans who have built resilience and strength over their lives through successes and difficulties; and

Whereas, the City of Ukiah benefits when people of all ages, abilities, and backgrounds are included and encouraged to share their successes and stories of resilience; and

Whereas, the City of Ukiah recognizes the need to celebrate older citizens, create an inclusive society and accept the challenge of flexible thinking around aging; and

Whereas, seniors are often ignored and forgotten, and the value of their knowledge and experience often goes unrecognized; and

Whereas, the City of Ukiah can foster communities of strength by creating opportunities to share stories and learn from each other; engage older adults through education, recreation, and services, and encourage people of all ages to celebrate connections and resilience; and

Whereas, there is a critical need for both public and private financial support and involvement in activities and organizations that serve to keep our seniors active, engaged and challenged; and

Whereas, we encourage our community to embrace, learn from, and engage with older Americans locally by contacting Senior Information & Assistance at Community Care, and the Ukiah Senior Center; and

Whereas, we further encourage the community to observe this month with appropriate programs and activities to celebrate Older Americans' Month to affirm Ukiah's commitment to an inclusive community that increases awareness, appreciation, and celebration of people of all ages.

Therefore be it resolved, that the City Council of the City of Ukiah, hereby proclaims May 2024, as:

Older Americans' Month in the City of Ukiah

*Signed and sealed, this 1st day of May in the year
Two Thousand and Twenty-Four.*

Josefina Dueñas, Mayor



AGENDA SUMMARY REPORT

SUBJECT: Proclamation Recognizing May 12th – 18th as Police Week in the City of Ukiah.

DEPARTMENT: Police

PREPARED BY: Cedric Crook, Police Chief

PRESENTER: Mayor Dueñas and Cedric Crook, Police Chief

ATTACHMENTS:

1. Proclamation

Summary: The City Council will consider issuing a proclamation recognizing May 12th through the 18th as Police Week in the City of Ukiah.

Background: In 1962, President John F. Kennedy signed a bill into law designating May 15th of each year as Peace Officers' Memorial Day, and the week in which it falls as Police Week. Each year during Police Week, communities across the United States hold memorial services in tribute to the more than 23,750 law enforcement officers who have made the supreme sacrifice for their communities.

There are currently 23,785 names engraved on the walls of the National Law Enforcement Officers Memorial in Washington D.C., including the names of local law enforcement officers killed in the line of duty. There were 136 law enforcement officers killed in the United States in 2023, and thus far, in 2024, thirty-two officers have lost their lives while serving their communities (as of April 9, 2024).

Discussion: Currently more than 800,000 law enforcement officers proudly serve their communities across the nation, including the dedicated officers of the Ukiah Police Department and in Mendocino County.

To honor fallen officers who were killed in the line of duty, in-person events are planned for May 9-18th, 2024 in Washington, DC, and the 36th annual Candlelight Vigil will be held on May 13th in Washington DC. The City of Ukiah Building Maintenance has arranged for the exterior of the City of Ukiah Civic Center to be accented in blue lighting throughout the week in commemoration of Police Week. The color blue has long been associated with those charged with maintaining order during unrest.

As May 15th is designated as Peace Officers' Memorial Day in recognition of the fallen officers and their families, U.S. flags should be flown at half-staff. The proclamation recognizing May 12th through May 18th as Police Week in Ukiah is attached.

Recommended Action: Issue Proclamation

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A6 - Safety Element

Approved: 
Sage Sangiacomo, City Manager



Whereas, in 1962 President John F. Kennedy signed a bill into law designating May 15th of each year as Peace Officers' Memorial Day, and the week in which it falls as Police Week; and

Whereas, each year during Police Week, communities across the United States hold memorial services in tribute to the more than 23,750 law enforcement officers who have made the supreme sacrifice for their communities; and

Whereas, there are currently more than 800,000 law enforcement officers proudly serving their communities across the nation, including the dedicated officers of the Ukiah Police Department and in Mendocino County; and

Whereas, there are currently 23,785 names engraved on the walls of the National Law Enforcement Officers Memorial in Washington DC, including the names of local law enforcement officers killed in the line of duty; and

Whereas, there were 136 law enforcement officers killed in the United States in 2023, and in 2024 thus far 32 officers have lost their lives while serving their communities; and

Whereas, this year the ceremonies during Police Week to honor those fallen officers whose names that have been recently added to the Memorial will include the 36th Annual Candlelight Vigil on Saturday May 13th; and

Whereas, in-person events are planned for May 9th-18th, 2024 in Washington, DC to offer the same respect, honor, remembrance, and community support as National Police Week, while allowing law enforcement, survivors, and citizens to gather and pay tribute to those who gave their lives in the line of duty; and

Whereas, the City of Ukiah Building Maintenance Department has arranged for the exterior of the City of Ukiah Civic Center to be accented in blue lighting throughout the week in commemoration of Police Week, as the color blue has been long associated with those charged with maintaining order during unrest; and

Whereas, May 15th is designated as Peace Officers' Memorial Day in recognition of the fallen officers and their families, and U.S. flags should be flown at half-staff.

Therefore be it resolved, that the City Council of the City of Ukiah hereby proclaims the week of May 12th through May 18th, 2024, as:

Police Week in the City of Ukiah

*Signed and sealed, this 1st day of May in the year
Two Thousand and Twenty-Four.*

Josefina Dueñas, Mayor



AGENDA SUMMARY REPORT

SUBJECT: Police Department Annual Report and Review of Mid-Year Departmental Budget for Fiscal Year 2023-25, Review of Draft Objectives, and Review of Five-Year Capital Improvement Plan Updates for Fiscal Year 2024-25.

DEPARTMENT: Police

PREPARED BY: Cedric Crook, Police Chief

PRESENTER: Cedric Crook, Police Chief

ATTACHMENTS:

1. 2023 Annual Report

Summary: Staff will present the Ukiah Police Department's Annual Report for 2023 to the City Council.

Background: The Ukiah Police Department uses five goal areas to guide priorities and objectives and to measure performance from year to year. The Department's Annual Report represents our performance within these goal areas, as well as significant accomplishments.

Discussion: The Ukiah Police Department is dedicated to promoting safety, professionalism, and community service. We are committed to enhancing the quality of life in our neighborhoods through proactive policing, fostering strong community partnerships, and utilizing innovative technologies to effectively serve and protect our community.

2023 was a very big year for our agency in regards to hiring. 2023 saw the promotions of Cedric Crook, an interim Police Chief to Police Chief, Thomas Corning promoted to Captain, Jason Chapman promoted to patrol lieutenant, AJ Randall promoted to patrol Sergeant, Deven Castanon to crime analyst, the hiring of three dispatchers (Stephanie Ellison, Courtney Kelly, and Taylor Westra), officers Christian Ballestrazze, "Bosco" Chen, and Ryan Michel, Joanna Delgado as Police Records Clerk, and Mikki Taylor to Administrative Assistant. Chris Mann was also assigned to the School Resource Officer (SRO) position and Brett Chapman assigned to the Detective Division.

Unfortunately, we did have numerous employees separate their employment with the Ukiah Police Department for a variety of reasons. A top priority for Staff is to get to full staffing, which would allow for more specialized positions and targeted enforcement opportunities.

The School Resource Officer program continued to play a vital role in promoting safety and fostering positive relationships within our local schools. Our dedicated SRO, Chris Mann, worked closely with school administrators, staff, and students to provide a safe and secure learning environment. Through mentorship, education, and outreach efforts, the SRO contributed to the overall well-being and success of our youth.

The continued use of Flock license plate reader cameras proved to be an invaluable tool in our efforts to combat crime and enhance public safety. These cameras provided real-time monitoring of vehicle activity, aiding in the identification of stolen vehicles, locating suspects, and investigating criminal activity. The data collected from the cameras supported our proactive approach to crime prevention and enforcement initiatives.

The Ukiah Police Department remained dedicated to improving the quality of life for residents in our

neighborhoods. Staff attended numerous community events to include the Parade of Lights, Pumpkinfest, Ukiah High Career Fair, Ukiah High Homecoming parade, as well as attending the farmer's market, and downtown foot patrols. Two hybrid Ford SUV's were purchased in 2023 that will be ready for patrol this coming May. Vehicles have been extremely hard to order and Staff has not been able to purchase the two needed vehicles budgeted for in the 2023/2024 budget year.

The Ukiah Police Department focuses on maintaining partnerships with community stakeholders. Staff participate in the "Heads UP" program referring individuals to the program to obtain non-law enforcement services for a variety of concerns and or needs. Staff also continues to partner with Mendocino County Behavioral Health with the Mobile Crisis Response Team to co-respond to mental health related calls for services. This is instrumental when it comes to de-escalating certain calls for service. Staff continues to push for a 24-hour, 7-days-a-week Mobile Crisis Dual Response Team to be able to respond to calls after business hours.

The Ukiah Police Department implemented a new unmanned aircraft systems (UAS) program aimed at bolstering law enforcement capabilities. The initiative involved the acquisition of two remotely controlled quadcopters equipped with thermal camera technology. Additionally, two police officers underwent specialized training to become certified UAS pilots. This investment in UAS technology has significantly enhanced the department's ability to conduct emergency response operations. The UAS program has proven instrumental in enhancing public safety, aiding in search and rescue missions, and crime scene documentation. Through this program, the Police Department continues to adapt to the evolving landscape of law enforcement, ensuring more efficient and effective service delivery to the community.

In 2023, the Police Department received authorization for a full-time traffic officer position in an agreement with the City and Police Officer's Association. Due to staffing limitations, the department was not able to staff the position. However, it is expected that the position will be filled in the later part of May 2024.

Investing in the professional development and training of our personnel remained a top priority for the Ukiah Police Department. Through ongoing training programs, educational opportunities, we ensured that our officers remained equipped with the knowledge and skills necessary to effectively respond to evolving public safety challenges.

The Ukiah Police Department is gearing up to revolutionize its documentation capabilities by replacing our current outdated dash cameras in each patrol vehicle with state-of-the-art Axon brand Fleet 3 cameras. These cameras have advanced features, including newer license plate reading technology, which will significantly enhance law enforcement operations. With the ability to capture high-quality video footage and automatically read license plates, these new cameras promise to improve the department's ability to monitor and respond to criminal activity effectively.

In our ongoing efforts to uphold the highest standards of professionalism and accountability, Staff obtained a contract with a reputable third-party investigative firm. This firm will handle serious allegations of misconduct within our department, ensuring an impartial and thorough investigative process. We believe this approach will further strengthen the integrity of our internal investigations process and demonstrate our commitment to transparency and our high standards of professionalism. The Ukiah Police Department has taken a significant step towards enhancing accountability by implementing a revised body camera policy. Under the new policy, officers are now required to activate their body cameras during every citizen contact. This proactive measure ensures transparency and accountability, as it provides an unfiltered record of interactions between officers and the public that we serve. Additionally, this policy affords protection for our officers against false claims of misconduct.

In 2023, the Ukiah Police Department responded to 18,497 calls for service. This was just over 500 fewer calls for service than in 2022. The Department took 2,541 reports in 2023. This was 118 fewer reports than in 2022. Misdemeanor arrests were lower in 2023 (522) versus 2022 (545). Felony arrests were lower in 2023 (461) versus 2022 (493). Injury traffic collisions and fatal traffic collisions were the same in both years (24 and

1). However, property damage only collisions declined in 2023 (310) versus 2022 (369). In 2023, 1,063 cases were submitted to the District Attorney's Office for prosecution. This was slightly down from 2022, which was 1,234 cases in 2022. Of the cases submitted in 2023, approx. 60% were prosecuted versus 41% in 2022. UPD saw 0 murders in 2023 compared to 2 in 2022. Rapes, robberies, arson, assaults, thefts remained at consistent numbers in 2023 as 2022. Stolen vehicle reports increased to 74 in 2023 from 61 in 2022. Burglaries were down to 47 in 2023 versus 68 in 2022.

The Ukiah Police Department's dispatch center handled a total of 71,469 phone calls throughout the year in 2023. Of those, 14,732 were 911 call. In 2022, dispatch handled 65,140 calls and 14,976 911-calls. Our dedicated dispatchers played a critical role in coordinating emergency response efforts, providing timely assistance to callers, and ensuring seamless communication between officers in the field. Their professionalism, expertise, and commitment to public service were instrumental in our ability to effectively respond to incidents and emergencies in the City of Ukiah as well as the City of Fort Bragg. With that being said, Staff is looking at replacing our outdated records management system and computer-aided dispatch (CAD) as it is past its life cycle and UPD is one of the last departments in California with the outdated software.

In conclusion, the Ukiah Police Department remains steadfast in its commitment to promoting safety, professionalism, and community service. Through collaborative partnerships, innovative strategies, and dedicated personnel, we continue to strive towards our mission of enhancing the quality of life for all residents of Ukiah. As we look to the future, we remain committed to adapting to the evolving needs of our community and upholding the highest standards of law enforcement excellence.

The Ukiah Police Department's Annual report for 2023 is attached to this report (Attachment 1).

Council will also consider the Department's mid-year review of 2023-24 Objectives and Accomplishments and review of Draft 2024-25 Department Objectives (Note- This is an active draft document and departments will continue to make minor revisions): <https://stories.opengov.com/ukiahca/published/Zs6a0m9v8ID>

Recommended Action: Receive Report and Provide Direction

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mckayla Taylor, Administrative Secretary

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 1** – Create and sustain a diverse, equitable, and inclusive workplace and workforce that reflects, values, and celebrates the diverse community we serve. **Goal 3** – Recruit, retain and advance a community of staff that reflects, values, and celebrates the diversity of the community we serve

CLIMATE INITIATIVES (CI):

2a – Transformation of the fleet.

GENERAL PLAN ELEMENTS (GP): N/A



Approved:


Sage Sangiacomo, City Manager

POLICE

CITY OF UKIAH

"Safety, Professionalism & Community Service"

ANNUAL REPORT 2023



WWW.UKIAHPOLICE.COM



[@UKIAHPOLICE](https://www.instagram.com/UKIAHPOLICE)



[@UKIAHPOLICE](https://www.facebook.com/UKIAHPOLICE)

MESSAGE FROM THE CHIEF

Dear Ukiah Community,

Growing up here in Ukiah has instilled in me a deep sense of pride and commitment to this wonderful city. It's an honor to serve as your Police Chief, and I am privileged to have spent over 26 years with the Ukiah Police Department, working alongside dedicated officers and serving the community I call home.

Having been born and raised here, I understand the unique challenges and strengths of our community. I've witnessed firsthand the resilience and spirit of Ukiah residents, and I'm continually inspired by your unwavering support for one another.



As your Police Chief, I am deeply invested in ensuring the safety and well-being of every member of our community. My years of experience have taught me the importance of building strong relationships between law enforcement and the community. Trust and collaboration are the cornerstones of effective policing, and I am committed to fostering open communication and transparency in all that we do.

I believe in the power of community partnerships to create positive change. Together, we can work towards common goals, address concerns, and build a safer, stronger Ukiah for future generations.

As we move forward, I want to assure you that the Ukiah Police Department is dedicated to upholding the highest standards of professionalism, integrity, and accountability. We will continue to prioritize fair and equitable policing, treating people with dignity and respect.

I am grateful for the opportunity to serve as your Police Chief, and I am committed to earning your trust each and every day.

Thank you for your continued support, and let's continue working together to keep Ukiah safe and thriving. As your Police Chief, I extend an open invitation to reach out to us anytime with your suggestions, concerns, or ideas on how we can better serve you. As always, we will stand by our values of Safety, Professionalism, and Community Service.

Sincerely,
Cedric Crook
Chief of Police

MISSION

The Ukiah Police Department staff are committed to working in partnership with its citizens to promote a safe community and crime prevention through education and law enforcement.

As part of our commitment, we have adopted these three organizational values, the principles on which we base our policing: safety, professionalism, and community service.

SAFETY



We value human life and strive to enable our citizens to be safer and less likely to be victimized by crime.

PROFESSIONALISM



We value dedicated highly trained personnel, with a commitment to the standards of the Law Enforcement profession.



COMMUNITY SERVICE

We value the privilege of providing effective, efficient, and equitable service. We respect the members of our community, the importance of a combined crime prevention alliance, and the opportunity to provide a united policing effort.

ORGANIZATIONAL CHART



CHIEF OF POLICE
CEDRIC CROOK



POLICE CAPTAIN
TOM CORNING



PATROL LIEUTENANT
JASON CHAPMAN



ADMINISTRATIVE LIEUTENANT
RICK PINTANE



COMMUNICATIONS & RECORDS MANAGER
TRACEY PORTER

PATROL SERVICES

COMMUNITY SERVICE OFFICERS

ANIMAL CONTROL SERVICES

DETECTIVE BUREAU

SCHOOL RESOURCE OFFICER

PARKING ENFORCEMENT

EVIDENCE & PROPERTY

DISPATCH SERVICES
-CITY OF UKIAH
-CITY OF FORT BRAGG

POLICE RECORDS

ADMINISTRATIVE ASSISTANT

DEPARTMENT GOALS

GOAL 1: REDUCE CRIME & THE FEAR OF CRIME

SCHOOL RESOURCE OFFICER



Continuing our partnership with the Ukiah Unified School District, the Ukiah Police Department has designated one School Resource Officer (SRO) to serve six elementary schools, two middle schools, and two high schools. The SRO's primary role is to address law enforcement matters that arise on or near the district's campuses. Collaborating closely with school administrators, the SRO plays a crucial role in maintaining a secure educational environment for the children in our community.



Taking a proactive approach, the SRO actively engages with students by increasing visibility, participating in school events such as sports activities, and participating in school searches to ensure student safety. Additionally, the SRO is actively involved in the Gang Resistance Education and Training (G.R.E.A.T.) program, which is particularly beneficial for younger students in our community. This program, led by trained law enforcement officers, educates students on the importance of avoiding gang involvement and violence, as well as providing them with skills to address bullying incidents.



DEPARTMENT GOALS

GOAL 1 CONTINUED: REDUCE CRIME & THE FEAR OF CRIME

FLOCK CAMERAS

These cameras are designed to capture images of passing vehicles, storing the photos for a period of 30 days. Unlike traditional license plate readers, Flock Safety cameras utilize unique "Vehicle Fingerprint" technology, which allows law enforcement to quickly filter their search based on specific vehicle characteristics, such as bumper stickers.

The cameras record details such as the make, model, state, color, aesthetics, and license plate (full, partial, or missing) of any vehicle that passes by. They also alert officers to any vehicles that are reported stolen or linked to wanted persons or missing persons in national databases.

The implementation of Flock Safety cameras has proven to be a valuable asset for law enforcement in Ukiah. They have been instrumental in locating stolen vehicles from various locations, solving hit-and-run cases, theft investigations, and apprehending suspects wanted for warrants, arson, and attempted murder.



On the morning of December 21, 2023, Pacifica PD issued a BOLO (Be On the Lookout) for a murder suspect and associated vehicle. The murder, which was related to a domestic violence incident, had just occurred and the vehicle was last spotted E/B on the Bay Bridge and believed to be going to Solano or Colusa County. Around 1 PM, Ukiah PD officers heard Mendocino Sheriff's Office put out an alert that the suspect vehicle had gone past an LPR camera (license plate reader) traveling W/B near Blue Lakes. Ofc. Parker took immediate action and began monitoring Highway 101. Approx. ½ hour later Ofc. Parker was traveling N/B on 101 and observed the suspect vehicle traveling two vehicles behind him. Ofc. Parker pulled over near the Perkins St. off-ramp and followed the suspect vehicle as it took the Perkins St. off-ramp and then got back onto S/B US 101. With the assistance of CHP, Ofc. Parker initiated a traffic stop on the vehicle. Officer Parker's commendable initiative and keen observation skills contributed to the successful interception.



**Ofc. Parker
RECEIVING HIS
EXCEPTIONAL
EMPLOYEE AWARD AT
CITY COUNCIL**

DEPARTMENT GOALS

GOAL 2: IMPROVE THE QUALITY OF LIFE IN OUR NEIGHBORHOODS

Fostering stronger connections between law enforcement and the youth is a key focus for the Ukiah Police Department. By establishing positive relationships with youth, families can cultivate lasting bonds of friendship and trust with the police force that can span generations. In 2023, the Ukiah Police Department team actively engaged in various community events such as the Parade of Lights, Pumpkinfest, Ukiah High Career Fair, Ukiah High Homecoming Parade, and numerous others, demonstrating their commitment to building these vital relationships.



The inaugural pursuit-rated hybrid police SUVs are equipped with advanced technology that enables onboard electrical equipment to be powered by a lithium-ion battery. This innovative feature allows the gasoline engine to operate intermittently solely for recharging the battery. By utilizing this hybrid technology, these vehicles offer enhanced fuel efficiency in our community while also minimizing idle time, all without compromising on performance or safety features.

The Ukiah Police Department currently has two of these vehicles and they will be outfitted for patrol in May of 2024.



DEPARTMENT GOALS

GOAL 3: ENHANCE COMMUNITY AND POLICE PARTNERSHIPS

Initiated in 2021, the Mobile Crisis Response Team Pilot Program involves specialized behavioral health professionals who assist law enforcement officers in handling individuals in mental health crises. In 2023, the team responded to 61 service calls alongside the Ukiah Police Department. These professionals offer immediate crisis intervention, work to de-escalate situations, and frequently arrange transportation to the nearest medical facility for those in mental health emergencies. Furthermore, they conduct outreach and follow-up with individuals post-crisis.



61
CALLS FOR
SERVICE



Heads Up Mendocino

The Ukiah Police Department is continuing its partnership with The Heads Up Mendocino initiative. This program serves as a conduit for law enforcement agencies in Mendocino County to notify the Behavioral Health and Social Services departments regarding community members whose requirements diverge from the framework of the criminal justice system.

Its primary objective is to promptly recognize and divert individuals requiring Behavioral Health and Social Services assistance, thus circumventing futile utilization of criminal justice resources. This pilot project operates without external funding and remains under assessment for its long-term viability and benefits.

DEPARTMENT GOALS

GOAL 4: DEVELOP PERSONNEL

UAS PROGRAM



The Ukiah Police Department implemented a new unmanned aircraft systems (UAS) program aimed at bolstering law enforcement capabilities. The initiative involved the acquisition of two remotely controlled quadcopters equipped with thermal camera technology. Additionally, two police officers underwent specialized training to become certified UAS pilots. This investment in UAS technology has significantly enhanced the department's ability to conduct emergency response operations. The UAS program has proven instrumental in enhancing public safety, aiding in search and rescue missions, and crime scene documentation. Through this program, the Police Department continues to adapt to the evolving landscape of law enforcement, ensuring more efficient and effective service delivery to the community.



TRAFFIC OFFICER

In August 2023 the Ukiah Police Department obtained authorization to staff a full-time Traffic Enforcement Officer. The goal is to have this position staffed by May of 2024. This officer will be specifically detailed to traffic enforcement duties to help enhance traffic safety within the City of Ukiah Community. This officer will work heavily with investigating traffic collisions, educating the public on safe driving and implementing targeted enforcement strategies to address specific traffic concerns. This highlights the collaborative effort between the City of Ukiah and the Ukiah Police Officer's Association to ultimately save lives on Ukiah's roadways.

DEPARTMENT GOALS

GOAL 4: DEVELOP PERSONNEL

Recruiting continues to be a top priority for the Ukiah Police Department. The Department is still actively recruiting for diverse and community-oriented candidates to serve the City in a professional manner. To learn more about the Ukiah Police Department's compensation and exciting career opportunities, visit : www.ukiahpolice.com/careers/



IN 2023 WE HIRED



WE ARE HIRING LATERAL OFFICERS

\$20,000 BONUS!

- \$8,000 Residency Incentive Program!
- Expedited Hiring Process
- 5% Specialty Assignment pay
- Bilingual Pay
- Longevity Pay
- Specialty Assignments

Earn up to \$58.23/hour
\$121,115.28/year

POLICE
CITY OF UKIAH
"Safety, Professionalism & Community Service"



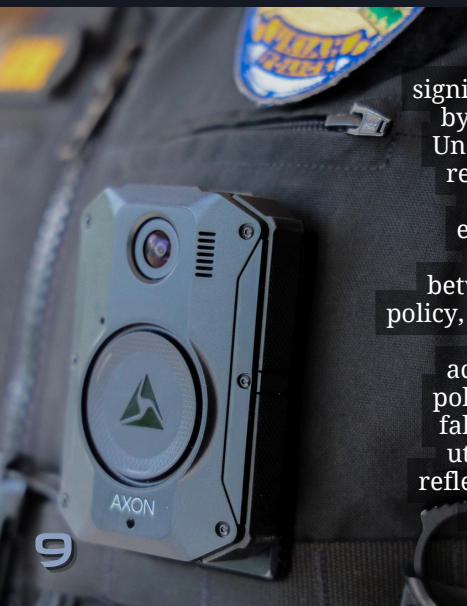
DEPARTMENT GOALS

GOAL 5: CONTINUED ACCOUNTABILITY



The Ukiah Police Department is gearing up to revolutionize its documentation capabilities by replacing our current outdated dash cameras in each patrol vehicle with state-of-the-art Axon brand Fleet 3 cameras. These cameras have advanced features, including newer license plate reading technology, which will significantly enhance law enforcement operations. With the ability to capture high-quality video footage and automatically read license plates, these new cameras promise to improve the department's ability to monitor and respond to criminal activity effectively. We have added this strategic investment to the department's 24/25 CIP in hopes that we will be seeing these installed in the near future.

In our ongoing efforts to uphold the highest standards of professionalism and accountability, The Ukiah Police Department has recently obtained a contract with a reputable third party investigative firm. This firm will handle serious allegations of misconduct within our department, ensuring an impartial and thorough investigative process. We believe that this approach will further strengthen the integrity of our internal investigations process and demonstrate our commitment to transparency and our high standards of professionalism.



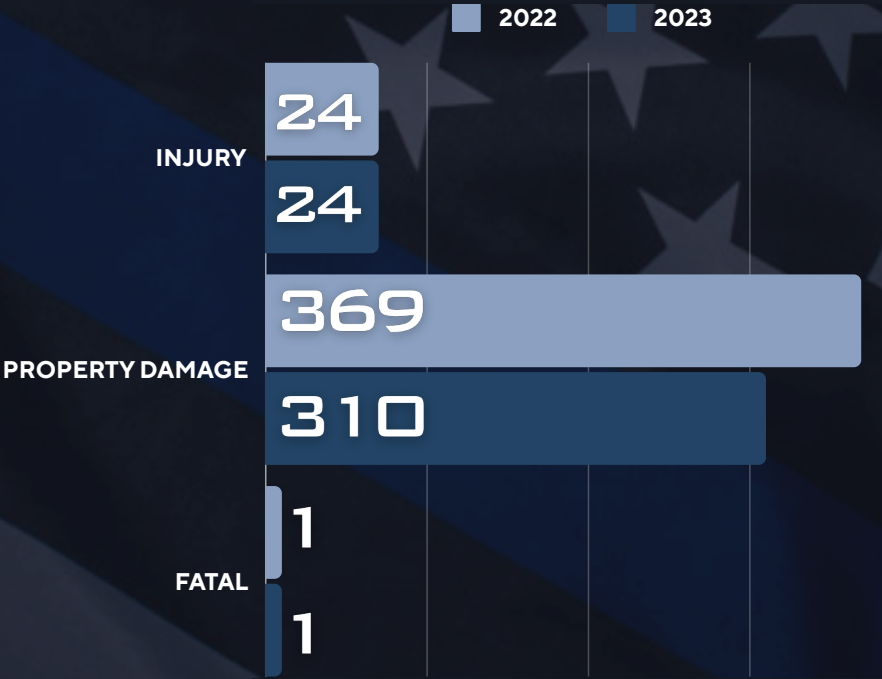
The Ukiah Police Department has taken a significant step towards enhancing accountability by implementing a revised body camera policy. Under the new mandate, police officers are now required to activate their body cameras during every citizen contact. This proactive measure ensures transparency and accountability, as it provides an unfiltered record of interactions between officers and the public. By enacting this policy, the department aims to promote trust within the community while also holding officers accountable for their actions. Additionally, this policy affords protection for our officers against false claims of misconduct. This commitment to utilizing technology as a tool for accountability reflects the department's dedication to upholding professional standards and fostering positive relationships with the residents of Ukiah.

CRIME STATISTICS



CRIME	2023	2022
MURDER	0	2
RAPE	11	10
ROBBERY	24	20
ARSON	14	14
BURGLARY	47	68
STOLEN VEHICLES	74	61
ASSAULTS	251	270
LARGENY/THEFT	127	105
MISC. CRIMES	577	546

2022 / 2023 TRAFFIC COLLISION COMPARISON



PATROL DIVISION

In 2023, 18,407 total calls for service were generated for Patrol Officers to assist the community. 1,997 police reports were taken by Patrol Officers and 544 reports were taken by CSO's.



The Patrol Division is the foundation of the Ukiah Police Department. Whenever a community member requires law enforcement assistance, a Patrol Officer will be there to respond. The Patrol Division operates in four shifts to ensure continuous coverage for the entire City of Ukiah, 24 hours a day, 365 days a year.

The Patrol Division is dedicated to delivering uniformed police response to both emergency and non-emergency calls for service. Services provided by Patrol Officers include traffic enforcement, making arrests, taking reports, conducting criminal investigations, performing extra patrols, serving criminal warrants, and assisting other law enforcement agencies. Community Service Officers within the department are typically tasked with managing non-hazardous situations such as traffic collisions, lost and found property, abandoned vehicle complaints, animal control enforcement, and theft-related calls when a suspect is unknown.



PATROL DIVISION



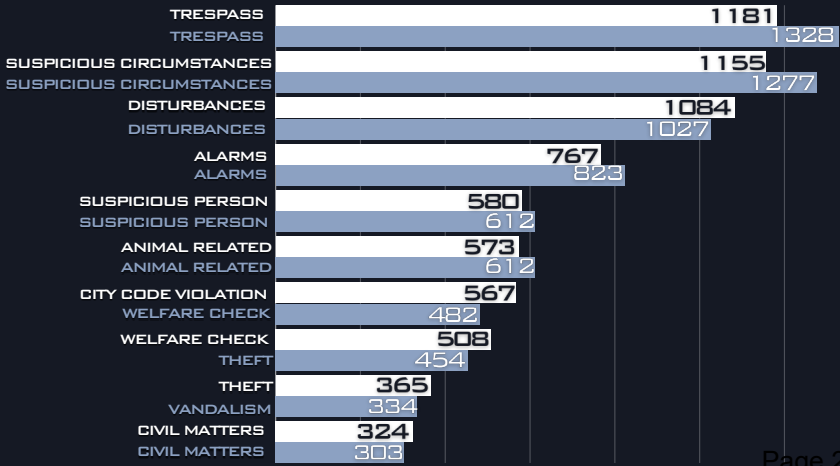
6
SERGEANTS

15
PATROL
OFFICERS

2
CSO'S



TOP 10 TYPES OF CALLS IN 2023 VS 2022



ADMINISTRATIVE DIVISION

Property and Evidence plays a crucial role within the Ukiah Police Department. The Community Service Officer in charge of this job is responsible for receiving, organizing, and managing items that have been seized, discovered, or handed over to the department. These items are securely stored based on their classification as evidence, safekeeping, found property, or contraband. Evidence is kept for court proceedings, while illegal items like weapons and drugs are disposed of. Additionally, the CSO works to identify and return items to their rightful owners when they are turned in as found property.



A Community Services Officer is responsible for parking enforcement, ensuring compliance with local parking regulations and ordinances, with a focus on the downtown area of the city. The officer uses License Plate Readers (LPR) mounted on the enforcement vehicle, which utilize satellite technology to identify violations. In addition to high-tech methods, traditional approaches like walking and chalking tires are employed. The CSO also assists in identifying missing parking signage and poorly painted curbs to ensure that parking enforcement regulations are applied fairly.

ADMINISTRATIVE DIVISION

The Detective Bureau consists of a Detective Sergeant and two Detectives who are responsible for conducting thorough and in-depth investigations that are typically more complex and time-consuming than those handled by Patrol Officers. These investigations cover a range of serious crimes including Burglary, Violent Assaults, Homicide, Arson, Sex Crimes, Internet Crimes, Robbery, Embezzlement, Missing Persons, and monitoring of Sex Offender Registration. The Detective Bureau collaborates with neighboring Law Enforcement agencies and social service organizations such as Child Protective Services and Adult Protective Services.

Our detectives prepare and submit criminal reports to the District Attorney's Office for prosecution, and also present evidence and testify in court to ensure that individuals who commit crimes in our community are held accountable.



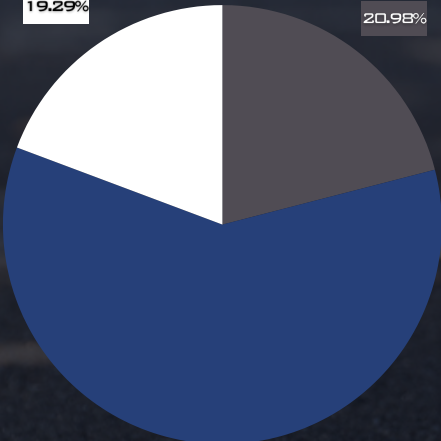
66
CASE NUMBERS
IN 2023 ASSIGNED
TO THE DETECTIVE
BUREAU

PENDING DISPOSITION

19.29%

CASES REJECTED

20.98%



CASES PROSECUTED

59.74%

2,541

TOTAL POLICE
REPORTS
PROCESSED

1,063

SUBMITTED TO
THE DA

COMMUNICATIONS & RECORDS



The Ukiah Police Department's Communications Center is operated 24/7 by trained Public Safety Dispatchers who handle emergency and nonemergency calls for the City of Ukiah and the City of Fort Bragg Police Departments. Dispatchers quickly assess calls and send out the appropriate resources. Emergency fire and medical calls are forwarded to Cal Fire, while calls from surrounding areas are directed to the relevant law enforcement agency.

**TOTAL
PHONE CALLS**

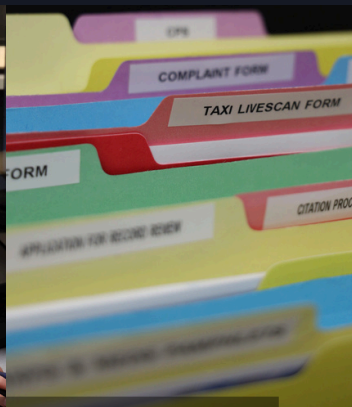
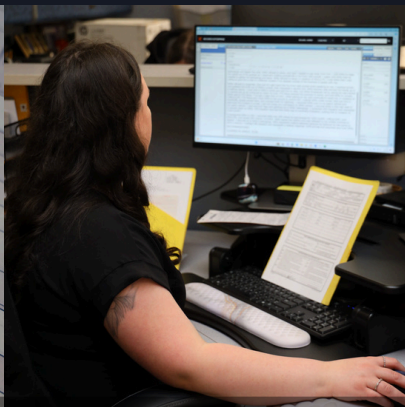
71,469

**EMERGENCY
9-1-1 CALLS**

14,732

**NON
EMERGENCY
CALLS**

56,737



The Ukiah Police Department business office is open to the public Monday through Thursday from 8am to 4pm. The office is staffed by two Police Records Clerks and an Administrative Assistant. Police Records Clerks assist citizens at the front counter, manage the business line, process crime reports for the District Attorney's Office, handle requests for traffic accident reports, respond to records inquiries, accept subpoenas on behalf of the department, and provide support for other administrative functions. Our dedicated staff is committed to assisting the residents of Ukiah and facilitating the operations of the Police Department.

THANK YOU

MAILING ADDRESS:

300 SEMINARY
AVE, UKIAH CA
95482

24-HOUR NON-EMERGENCY DISPATCH:

707-463-6262

RECORDS OFFICE:

MON-THURS
8AM-4PM

EXCLUDING MAJOR
HOLIDAYS

707-463-6241

CONNECT WITH US!



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@UKIAHPOLICE

PHOTOS BY:

MIKKI TAYLOR
PHOTOGRAPHY

2023 ANNUAL REPORT
CREATED IN- HOUSE BY
THE CITY OF UKIAH
POLICE DEPARTMENT
STAFF



**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting**

**Virtual Meeting Link: <https://us06web.zoom.us/j/89361597008>
Ukiah, CA 95482
April 17, 2024
3:30 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on April 17, 2024, having been legally noticed on April 12, 2024. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/89361597008>. Vice Mayor Crane called the meeting to order at 3:31 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Juan V. Orozco, Susan Sher, and Douglas, F. Crane. Councilmember **Absent by Prearrangement:** Josefina Dueñas. **Staff Present:** Sage Sangiacomo, City Manager; and Kristine Lawler, City Clerk.

VICE MAYOR CRANE PRESIDING.

The Pledge of Allegiance was led by City Manager Sangiacomo.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Clerk noted that no public was present.

3. BUDGET WORKSHOP

a. Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 2023-25, Review of Draft Objectives, and Review of Individual Departmental Five-Year Capital Improvement Plan Updates for Fiscal Year 2024-25.

Presenters: Sage Sangiacomo, City Manager.

Information Technology – Ryan Burkhardt, I.T. Manager (3:35 p.m.)

Airport – Greg Owen, Airport Manager (3:49 p.m.)

Human Resources/Risk Management – Sheri Mannion, Human Resources/Risk Management Director (4:02 p.m.)

Ukiah Valley Fire Authority – Doug Hutchison, Fire Chief; **Also Present** – Justin Buckingham, Battalion Chief (4:09 p.m.)

Community Services Department – Neil Davis, Community Services Director

Overview – (4:19 p.m.)

Alex Rorabaugh Recreation Center (ARRC) (4:20 p.m.)

Parks (4:21 p.m.)

Parks Development (4:23 p.m.)

Aquatics (4:27 p.m.)

Golf (4:29 p.m.)

Conference Center (4:31 p.m.)

Museum (4:33 p.m.)

Recreation (4:37 p.m.)

Special Service (4:42 p.m.)

4. NEW BUSINESS

5. ADJOURNMENT

There being no further business, the meeting adjourned at 5:04 p.m.

Kristine Lawler, CMC/CPMC

CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue, Ukiah, CA 95482
Virtual Meeting Link: <https://us06web.zoom.us/j/89361597008>

Ukiah, CA 95482
April 17, 2024
6:00 p.m.

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on April 17, 2024, having been legally noticed on April 12, 2024. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/89361597008>. Vice Mayor Crane called the meeting to order at 6:03 p.m. Roll was taken with the following **Councilmembers Present:** Mari Rodin, Juan V. Orozco, Susan Sher, and Douglas, F. Crane. Councilmember **Absent by Prearrangement:** Josefina Dueñas. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

VICE MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Crane.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation Declaring April 2024 as Sexual Assault Awareness in the City of Ukiah.
Presenter: Councilmember Rodin.

Proclamation will be presented to Project Sanctuary at a later date.

5. PETITIONS AND COMMUNICATIONS

City Clerk, Kristine Lawler, stated that all communications had been distributed.

6. APPROVAL OF MINUTES

a. Approval of the Minutes for the April 3, 2024, Special Meeting.
b. Approval of the Minutes for the April 3, 2024, Regular Meeting.

Motion/Second: Orozco/Sher to approve the Special and Regular Meeting Minutes of April 3, 2024, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, and Crane. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

Mayor read the right to appeal a decision.

8. CONSENT CALENDAR

a. Report of Disbursements for the Month of March 2024 - Finance.

- b. Approval of the Re-appropriation of Certain Series 2022 Lease Revenue Bonds (Capital Projects) and Grant Funds in Support of the Urban Core Rehabilitation and Transportation Project - *Finance*.
- c. Authorize the City Manager to Negotiate and Execute a Parking License Agreement (2324-188) with Redwood Family Dermatology Medical Associates - *Administration*.
- d. Receive Report Regarding the Annual Review of Shopping Cart Containment and Retrieval Policies – *Community Development*.
- e. Authorize the City Manager to Negotiate and Execute a Lease Agreement (2324-189) with Mendocino County Air Quality Management District (MCAQMD) to Lease Space at the Airport - *Airport*.

City Manager Sangiacomo addressed questions regarding agenda item 8d.

Motion/Second: Rodin/Orozco to approve Consent Calendar Items 7a-e, as submitted. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, and Crane. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

9. **AUDIENCE COMMENTS ON NON-AGENDA ITEMS**

No public comments were received.

10. **COUNCIL REPORTS**

Presenters: Councilmembers Orozco and Rodin.

11. **CITY MANAGER/CITY CLERK REPORTS**

Presenters:

- **Construction Update** – Tim Eriksen, Public Works Director/City Engineer.
- **Palace Hotel Update** – Shannon Riley, Deputy City Manager.

12. **PUBLIC HEARINGS (6:15 PM)**

13. **UNFINISHED BUSINESS**

- a. **Consider Authorizing a Letter to the Mendocino County Department of Planning & Building Services Regarding the Proliferation of Off-site Advertisements/Billboards within Unincorporated Areas of the Ukiah Valley.**

Presenter: Jesse Davis, Chief Planning Manager.

Motion/Second: Rodin/Sher to authorize Staff to draft a letter under the Mayor's signature to be sent to the Mendocino County Department of Planning & Building Services regarding off-site advertisements/billboards within unincorporated areas of the Ukiah Valley with the comments discussed incorporated into the letter. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, and Crane. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

- b. **Consider Adoption of Resolution Approving a Citywide Policy Establishing Vehicle Miles Traveled (VMT) as the Standard of Measurement for Potential Vehicle Traffic Impacts and a Methodology for Evaluation of Future Projects Consistent with the California Environmental Quality Act (CEQA).**

Presenter: Craig Schlatter, Community Development Director.

Public Comment: Pinky Kushner.

Motion/Second: Rodin/Orozco to adopt resolution (2024-12) approving a citywide policy establishing vehicle miles traveled (VMT) as the standard of measurement for potential vehicle traffic impacts and a methodology for evaluation of future projects consistent with CEQA. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, and Crane. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

14. NEW BUSINESS

a. Receive Updates on City Council Committee and Ad Hoc Assignments and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad hoc(s).

Presenters: Councilmembers Sher and Rodin.

Motion/Second: Orozco/Rodin to appoint Councilmembers Rodin and Orozco to serve on an ad hoc to explore the idea of a Parks and Recreation Special District for the valley. Motion **carried** by the following roll call votes: AYES: Rodin, Orozco, Sher, and Crane. NOES: None. ABSENT: Dueñas. ABSTAIN: None.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS - Continued

Public Comment: Ken McCormick – disruptions on street-transients.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 7:06 P.M.

15. CLOSED SESSION

a. Conference with Legal Counsel – Initiation of Litigation

(Government Code Section 54956.9(d)(4))

Initiation of litigation (3 cases)

b. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9)

Name of case: Ukiah v. Questex, Mendocino County Superior Court Case No. 15-66036

c. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 180-110-12; 180-120-15; 180-120-16

Negotiator: Shannon Riley, Deputy City Manager

Negotiating Parties: GMB Realty Partners, Inc.

Under Negotiation: Price & Terms of Payment

d. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-230-03-00

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Mark and Jann Lanz

Under Negotiation: Price & Terms of Payment

e. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

No action reported; direction provided to Staff.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 8:05 p.m.



AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Negotiate and Execute an Assignment and Assumption of Amended Lease for the Lease Agreement with Ukiah Aviation Services to Vega Air, LLC.

DEPARTMENT: Airport **PREPARED BY:** Greg Owen, Airport Manager, Maya Simerson, Project & Grant Administrator
PRESENTER: Greg Owen, Airport Manager

ATTACHMENTS:

1. UAS Lease
2. Wayward Enterprises / Vega Air LLC (Vega) Letter of Intent
3. Assignment and Assumption of Amended Lease

Summary: Council to consider authorizing the City Manager to negotiate and execute an assignment and assumption of an amended lease for the lease agreement with Ukiah Aviation Services to Vega Air, LLC.

Background: In the year 2000, Ukiah Aviation Services (UAS) secured a forty-year lease agreement with the City of Ukiah to rent ground space at the Ukiah Airport for the purpose of constructing aircraft hangars. The lease agreement was approved for the development of sixteen individual hangars. However, for reasons not documented here, only eight hangars were ultimately built and completed. This original lease is included as Attachment #1.

Discussion: Mr. Jerry Ward submitted a Letter of Intent (LOI) (Attachment #2) under the name Wayward Enterprises to assume the remaining obligations of UAS's lease agreement. In subsequent correspondence with Staff, Mr. Ward indicated that Vega Air, LLC (Vega), also owned by Mr. Ward, will be the official party signing the proposed lease assignment. The proposed drafted Assignment and Assumption of Amended Lease allows for the full development of the leased area, either by Vega or another developer. Therefore, this transaction presents an opportunity for continued development at the Ukiah Airport. Specifically, this is accomplished by allowing the City to retain flexibility for the future use of a specific area within the current lease, known as Parcel A. The drafted Assignment and Assumption of Amended Lease to Vega (Attachment #3), includes key revisions to address the City's long-term development goals for Parcel A.

Vega has agreed to these revisions, which include the following:

- **Right to Remove Parcel A:** The City would retain the right to remove Parcel A from the lease agreement in the future. This allows the City to consider proposals from qualified parties interested in developing hangars or other aviation facilities on Parcel A.
- **Ground Rent Adjustment:** If Parcel A is removed from the lease, the annual ground rent paid by Vega would be adjusted to reflect the reduced leased area (Parcel B only).
- **Shared Taxiway Agreement:** Vega agrees to participation in the maintenance and use of a shared taxiway (Parcel C) with any future lessee of Parcel A. This ensures smooth airport operations and minimizes potential conflicts.

Additionally, the draft proposed prioritizes the following:

Maintaining A Healthy Ground Lease: The Assumption and Assignment of the lease will preserve the integrity of the leased premises through the completion of the term, ensuring stable revenue from the ground rent and hangar rental revenue, at approximately \$18,500 annually.

Preserving Future Development Options: The right to remove Parcel A allows the City to consider future development opportunities that align with the City's long-term vision for the airport, and potentially recognize additional revenues.

Airport Commission Recommendation; Staff presented this item to the Airport Commission for consideration at a recent commission meeting. The commission was in support of both of the following options:

Full Lease Assignment: This option allows Vega Air, LLC to take over the entire lease for both Parcel A and Parcel B, or;

Partial Lease Assignment: This option allows Vega Air, LLC to choose to lease only Parcel B with a reduced rent if they relinquish their rights to Parcel A.

In consideration of the input from the Airport Commission, an additional provision was negotiated that allows Vega Air to consider and submit development proposals for Parcel A and allows for potential adjusted terms for the new development on Parcel A to be negotiated. This added provision maximizes the revenue generation of the existing full lease option while also providing a path for Vega Air to consider development of Parcel A. Alternately, the City retains the right to remove Parcel A if a development proposal is not forthcoming from Vega Air and an alternative is identified. Thus, the recommended agreement accomplishes many of the goals/objectives of both a full and partial lease assignment. Staff recommends the revised assignment terms and recommends that City Council authorizes the City Manager to negotiate and execute an Assignment and Assumption of Amended Lease for the Lease Agreement with Ukiah Aviation Services to Vega Air, LLC.

Recommended Action: Authorize City Manager to Negotiate and Execute an Assignment and Assumption of Amended Lease for the Lease Agreement with Ukiah Aviation Services to Vega Air, LLC.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City Manager's Office, City Attorney

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): MOB-6.1 The City shall ensure that the airport is a key part of the City's economic development.

Approved: 
Sage Sangiacomo, City Manager

LEASE AGREEMENT

This Lease, made this 1st day of June 1, 2000, by and between the City of Ukiah, State of California, acting by and through its City Council, hereinafter referred to as "Lessor" and Ukiah Aviation Services LP, a for profit company, hereinafter referred to as "Lessee."

RECITALS:

1. Lessor has the authority contained in Government Code Sections 37380 and 37395 and does determine that the use of certain property owned by the Lessor is not required for its use at this time and is available for Lease, and

2. The use of said property by the Lessee would be and is beneficial for the citizens of the City of Ukiah.

LEASE AGREEMENT

1. LEASE.

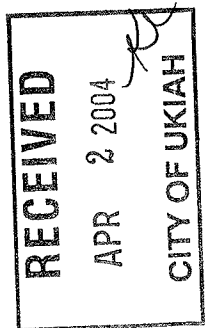
The parties hereto agree that on the terms and conditions hereinafter expressed, Lessor does hereby let to Lessee and Lessee does hereby hire from Lessor 39,097 square feet of that certain parcel of property commonly referred to as "Ukiah Regional Airport, located at 1411 South State Street, City of Ukiah, Mendocino County, and more specifically described on the attached "Exhibit A" together with a right of access thereto. Lessee's purpose in leasing the premises is to construct and rent sixteen aircraft storage hangers and associated improvements as shown in Exhibit "C" of this Agreement.

2. TERM.

✓ The term of this Lease is for a period of forty (40) years commencing upon the date whereupon Lessee satisfies the following conditions:

2.1. Lessee obtaining all necessary site development and building permits.

2.2. Lessee has one hundred and twenty (180) days from the date of the City Council's adoption of this agreement to satisfy condition 2.1.



3. RENT.

✓ As rent for the term hereby demised, Lessee agrees to pay to Lessor the sum of \$782 per month for 39,097 square feet of improved building area. Lessor further agrees to pay an additional 5% of all gross revenue generated by Lessee resulting from the rental of hanger improvements completed on property as identified in Exhibit "C" of this lease. At the commencement of the second year and each subsequent year thereafter the rent for leased property shall increase by the percentage change in the Consumer Price Index (CPI) during the preceding calendar year (January to December) but not to exceed 5%. CPI means the index for all urban consumers (1982-1984 = 100), U.S. City average, all items, published by the United States Department of Labor, Bureau of Labor Statistics. In the event the CPI is discontinued or otherwise not available, "CPI" shall mean such comparable statistics on the purchasing power of the consumer dollar as is reasonably agreed on between the City and Lessee. The rent shall be due by the fifth day of each month and shall be considered delinquent, if not received by the Lessor's finance department by the tenth day of the month. Lessee shall pay Lessor interest on delinquent rent at the rate of 1.5% per month. The full monthly interest shall be due on the first day of each thirty day period after the rent becomes delinquent.

3.1. Lessee shall also pay any real property, possessory interest or personal property taxes, and assessments imposed on the leased premises, property located on or affixed to the lease premises or as a result of the lease, use or ownership of the leased premises.

4. USE AND IMPROVEMENTS.

Lessee hereby agrees to install all permanent improvements which shall become part of said property and title to said improvements shall be vested in the Lessor upon termination of the lease.

4.1. Lessee agrees that the leased premises shall exclusively be used for aviation purposes only.



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4.2. Improvements, excavations, removal of any trees, brush, grass or improvements and other modifications to the property shall be the sole responsibility of Lessee and shall be approved by Lessor prior to conducting work. Lessee shall prepare plans and specifications for said improvements including landscaping of the leased property and obtain approval prior to work on the leased premises.

4.3. Lessee agrees to keep the premises and all improvements in good repair and order, and to bear the full cost for maintenance of all improvements.

4.4. Lessee shall acquire the necessary and required permits from the appropriate regulating body for the development proposed under this lease.

4.5. Lessee is responsible for the relocation, alteration, removal, construction, reconstruction of any municipal or private facilities, structures or utilities existing on leased premises which are presently in use or abandoned.

4.6. Lessee shall not only use or permit the leased premises to be used in full compliance with all applicable City, state or federal rules, regulations, statutes or ordinances.

4.7. Lessee shall not do or permit to be done on the Premises, nor bring or keep or permit to be brought or kept in the Premises, anything (a) which is prohibited by or in conflict with any law, ordinance or governmental rule, or (b) which is prohibited by the standard form of fire insurance policy or, (c) which will increase the existing rate of or affect fire or other insurance on the Building or its contents or cause a cancellation of any insurance policy covering the Building or any part of it or its contents. Lessee shall not use or store in the Premises any hazardous or toxic substances, with the sole exception of reasonably necessary substances that are kept in reasonably necessary quantities for normal business operations, provided that their use and storage are in accordance with applicable laws. Lessee shall not use or allow the Premises to be used for any unlawful purposes, nor shall Lessee cause, maintain, or permit any nuisance or waste on or about the Premises.



4.8. Lessee shall be responsible for landscaping or landscape maintenance of the leased premises, and shall maintain the exterior of the improvements and the landscaping in a neat, weed free and healthy condition, in accordance with the approved plans.

4.8. Lessee shall furnish at its sole expense all utilities necessary for use of the leased premises, including, but not limited to, water, sewer service, electricity, natural gas, and garbage collection.

5. ASSIGNMENT.

Lessee will not assign this Lease or any interest therein without the prior written consent of Lessor. The City Manager may consent to an assignment of the Lease on behalf of Lessor, if the assignment is to a lending institution and necessary for the Lessee to finance the construction of Lessor approved improvements on the leased premises. The City Manager may agree to commercially reasonable terms and conditions in connection with an assignment required for financing purposes. The City Council must approve all other assignments. Lessor shall not withhold approval unreasonably of Lessee's request to assign this Lease. Any assignee must meet all criteria duly adopted by Lessor for leasing said property for airport related uses and the assignment of the Lease must be consistent with the Airport Master Plan, adopted by Lessor. If any assignment occurs in violation of this paragraph, Lessor may terminate this Lease and recover possession of the leased premises, including any improvements located on the leased premises which, under the terms of this Lease, become the Lessor's property upon termination of the Lease. "Assignment" includes both voluntary assignments and assignments that occur involuntarily or by operation of law.

6. INDEMNIFICATION AND INSURANCE.

6.1. Lessor shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting from the use made by Lessee of the demised premises, any defective condition or faulty construction of the demised premises existing at the time of letting or arising thereafter and Lessee covenants and agrees to indemnify and save harmless said Lessor and



its officers, agents and employees from and against any and all liability, loss, cost, or other obligation, including reasonable attorney's fee, on account of or arising out of any such injuries or losses however occurring.

6.2. Lessee covenants and agrees during the life of this Lease at Lessee's sole expense to comply with the requirements of Exhibit B, Insurance Requirements for Lessees (No Auto Risks), attached hereto and incorporated herein by reference.

6.3. Lessee shall maintain property loss insurance to protect against fire and other hazards with policy limits equal to the full replacement cost of the improvements. The insurer and coverage must be approved by Lessor. In the event of damage to any improvements on the leased premises, Lessor shall rebuild, repair or otherwise reinstate the damaged Improvements in a good and substantial manner according to applicable Uniform Code standards. The reconstruction required herein shall commence within ninety (90) days after the receipt of insurance funds paid for the purpose of reconstruction, and shall be pursued diligently to completion.

7. DEFAULT AND TERMINATION.

7.1. **Events of Default.** The following events shall constitute events of default under this Lease (each an "Event of Default"):

(a) A default by Lessee in the payment when due of any rent or other sum payable under this Lease and the continuation of this default for fourteen (14) or more days after notice of default from Lessor;

(b) A default by Lessee in the performance of any of the terms, covenants, agreements, or conditions in this Lease, other than a default by Lessee in the payment when due of any rent or other sum payable under this Lease, and the continuation of the default beyond ten (10) days after notice by Lessor or, if the default is curable and would require more than ten (10) days to remedy, beyond the time reasonably necessary for cure;



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(c) The bankruptcy or insolvency of Lessee, a transfer by Lessee in fraud of creditors, an assignment by Lessee for the benefit of creditors, or the commencement of proceedings of any kind by or against Lessee under the Federal Bankruptcy Act or under any other insolvency, bankruptcy, or reorganization;

(d) The appointment of a receiver for a substantial part of Lessee's assets;

(e) The abandonment of the Premises; and

(f) The levy upon this Lease or any estate of Lessee under this Lease by attachment or execution and the failure to have the attachment or execution vacated within thirty (30) days.

7.2 Termination upon Default. On occurrence of any Event of Default by lessee, Lessor may, in addition to any other rights and remedies given here or by law, terminate this Lease and exercise remedies relating to it without further notice or demand in accordance with the following provisions:

(a) So long as the Event of Default remains uncured, Lessor shall have the right to give notice of termination to Lessee, and on the date specified in this notice, this Lease shall terminate.

(b) If this Lease is terminated, Lessor may, by judicial process, reenter the Premises, remove all persons and property, and repossess and enjoy the Premises, all without prejudice to other remedies that Lessor may have because of Lessee's default or the termination.

(c) If this Lease is terminated, Lessor shall have all of the rights and remedies of a landlord provided by Civil Code §1951.2, in addition to any other rights and remedies Lessor may have. The damages which lessor may recover shall include, without limitation, (i) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of the rental loss that Lessee proves could have been reasonably avoided; (iii) the worth at the time of award computed by discounting the



amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%) of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; (iv) all reasonable costs incurred by Lessor in restoring the Premises to good order and condition to relet the Premises; and (vi) all reasonable costs, including without limitation, any brokerage commission incurred by lessor in reletting the Premises.

7.3 Continuation after Default.

Even though Lessee has breached this lease and abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all rights and remedies under this Lease, including the right to recover the rental as it becomes due under this Lease. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon initiative of Lessor to protect Lessor's interest under this Lease shall not constitute a termination of Lessee's right to possession.

7.4 Other Relief. The remedies provided in this Lease are in addition to any other remedies available to Lessor at law, by statute, or otherwise.

7.5 Right of Lessor to Cure Defaults. Agreements and provisions to be performed by Lessee under this Lease shall be at Lessee's sole cost and without abatement of rental, except as specifically provided in this Lease. If Lessee (a) fails to pay any sum of money, other than rental, required under this Lease, or (b) fails to perform any other act under this Lease, and this failure continues for ten (10) days after notice of the failure by Lessor, or a longer period as may be allowed under this Lease, Lessor may, without waiving or releasing Lessee from any obligations of Lessee, make payment or perform other acts required by this lease on Lessee's behalf. All sums paid by lessor and all necessary incidental costs shall be payable to Lessor on demand and shall constitute additional rental under this Lease.



8. ATTORNEY'S FEES.

In the event of any legal action arising out of this Lease, the prevailing party shall recover its attorney's fees and costs resulting from such action.

9. TIME OF ESSENCE.

Time is of the essence of this agreement.

10. WAIVER.

City's waiver of any default in Lessee's performance of any condition of this Lease, including the obligation to pay rent, shall not constitute a waiver of remedies available for a subsequent breach of the same or a different condition of this Lease. Acceptance of subsequent rental payments from Lessee or its assignees shall not constitute a waiver of the failure of Lessee to pay rent or obtain prior approval to an assignment of this Lease.

11. NOTICES.

Any written notice required hereby shall be deemed sufficient when placed in the United States mail, postage prepaid and addressed as follows:

TO LESSEE:

Ukiah Aviation Services LP
P.O. Box 563
Lakeport, CA 95453

TO CITY:

City Manager
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482

12. RECORDING AND BINDING EFFECT

This Lease may be recorded and shall be binding upon and inure to the benefit of any successor to or purchaser of either party's interest.

13. PARAGRAPH HEADINGS.

Paragraph headings are included for the convenience of the parties and are not intended to define or limit the scope of this Lease.

*C.P.I. increases are to take effect April 1st every year
per Paul Riney and Larry DeKnebelow.
7/21/2004*

-8-



14. PREVIOUS AGREEMENTS.

Any and all existing statement or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by the terms of this Lease, and such prior agreements, statements or understandings shall have no further force or effect.

15. DUPLICATE ORIGINALS.

This Lease may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of this Lease.

Entered on the date first written above.

ATTEST: Marie Ulvilla
Marie Ulvilla, City Clerk

CITY OF UKIAH

By: Candace Horsley

Lessee

By: Gregg S Taylor

GREGG S TAYLOR

ld/agreements
Taylor.agr



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4-May-00

EXHIBIT 'A'

Parcel A

Being a portion of the lands of City of Ukiah as recorded in document number 1999-05298, Official Records, Mendocino County, Ca., and the lands of City of Ukiah as recorded in document number 152-347, Old Books, Mendocino County, Ca., and being more particularly described as follows:

Commencing at a found 2" galvanized pipe at the northerly corner of the lands of City of Ukiah as described in document number 1999-05298, Mendocino County, Ca. Said pipe is also shown on the Record of Survey of a portion of Lot 73, of the Yokayo Rancho, filed in Map Case 2, Drawer 43, at Page 8, Mendocino County Records; thence from said Point of Commencement, along the common boundary of said lands of City of Ukiah as recorded in document number 1999-05298 and said lands of City of Ukiah as recorded in document number 152-347, South 83°20'07" West 22.60 feet to a point on said common boundary; thence leaving said common boundary, North 11°32'36" West 9.33 feet to the Point of Beginning of the parcel of land to be herein described; thence from said POINT OF BEGINNING, South 11°32'36" East 45.00 feet; thence South 78°27'24" West 400.17 feet thence North 11°32'36" West 45.00 feet; thence North 78°27'24" East 400.17 feet to the Point of Beginning of the herinabove described parcel of land.

Containing 0.41 Acres of land, more or less.

Parcel B

Being a portion of the lands of City of Ukiah as recorded in document number 1999-05298, Official Records, Mendocino County, Ca., and being more particularly described as follows:

Commencing at a found 2" galvanized pipe at the northerly corner of the lands of City of Ukiah as described in document number 1999-05298, Mendocino County, Ca. Said pipe is also shown on the Record of Survey of a portion of Lot 73, of the Yokayo Rancho, filed in Map Case 2, drawer 43, at page 8, Mendocino County Records; thence from said Point of Commencement along the common boundary of said lands of City of Ukiah as recorded in document number 1999-05298 and said lands of City of Ukiah as recorded in document number 152-347, South 83°20'07" West 22.60 feet to a point on said common boundary; thence leaving said common boundary South 11°32'36" East 98.67 feet to the Point of Beginning of the parcel of land to be herein described; thence from said POINT OF BEGINNING, South 11°32'36" East 51.50 feet; thence South 78°27'24" West 409.53 feet; thence North 11°32'36" West 51.50 feet; thence North 78°27'24" East 409.50 feet to the Point of Beginning of the herinabove described parcel of land.

Containing 0.48 Acres of land, more or less.

Basis of Bearings: Record of Survey of a Portion of Lot 73, of the Yokayo Rancho, filed in Map Case 2, Drawer 43, at Page 8, Mendocino County Records.



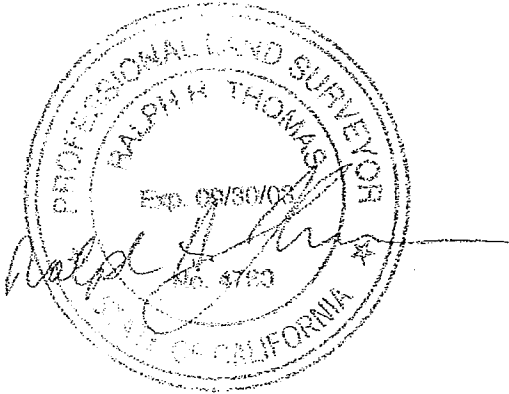
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4-May-00

End of Description

This description was prepared by or under the direction of Ralph H. Thomas, PLS 4760



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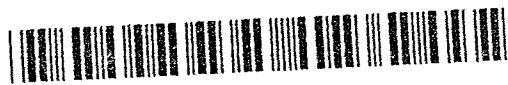
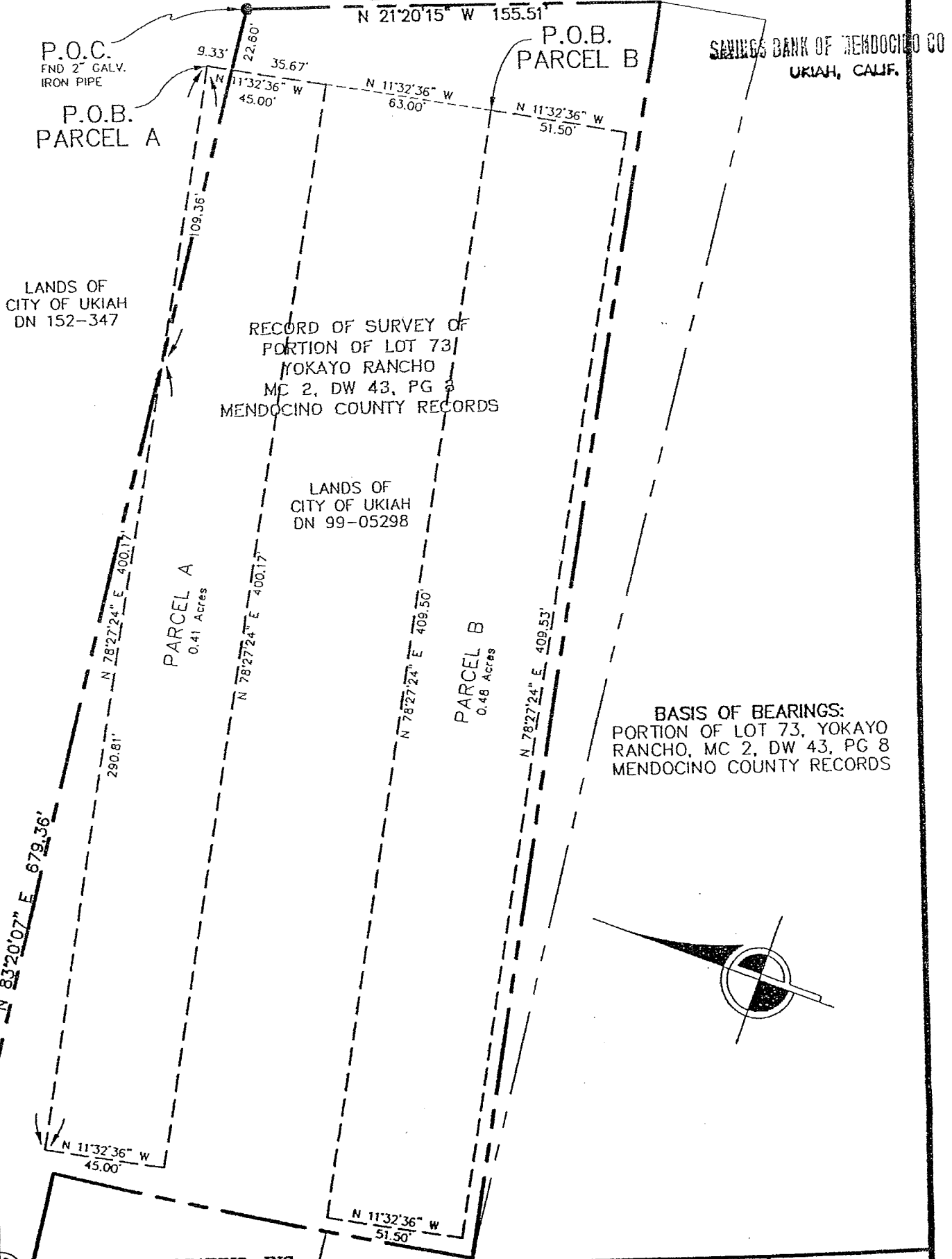


EXHIBIT B



CINQUINI & PASSARINO, INC.

LAND SURVEYING

1360 No. Dutton Ave.
Santa Rosa, Ca. 95401

JOB NAME: UKIAH AIRPORT HANGER

DRAWN BY: PCS

SHEET: 1 OF 1

SCALE: 1" = 50

JOB # 4546-00

EXHIBIT "C" - Construction Exhibits

Tenant will construct the following improvements:

A. Plans and City's Approval. Tenant shall obtain written approval of all plans for buildings, grading, paving, drainage, utilities, landscaping, or other improvements by the director before construction may be commenced. All construction of improvements must conform with the approved plans and shall be constructed or installed in accordance with all applicable statutes, ordinances, building codes, and rules and regulations of city, and other authority that may have jurisdiction over the premises and Tenant's operations, including, but not limited to the Fire and Paramedic District or the Federal Aviation Administration. Tenant is solely responsible for determining and obtaining all necessary permits and approvals, and for paying any and all fees required, for the construction. The director's approval of Tenant's plans and specifications does not constitute a representation or warranty as to its conformity.

B. Construction Schedule. Tenant must begin the construction of the improvements within 12 months after the commencement date of the lease, and shall complete the construction within 24 months from the commencement date for each Phase.

C. Delay of Construction. Upon Tenant's written request to the director, the dates in this section may be extended by written approval of the director. This may include time lost as a result of work stoppages, strikes, shortages of material, or acts of God, provided the time lost is entirely beyond Tenant's control. The rent must be paid during any delay.

D. Inspection and Acceptance. Tenant shall obtain building permits and approvals required. All improvements including, but not limited to, buildings, site preparation, sub-grade preparation, paving, drainage, and overall development of the premises, shall be subject to inspection, testing, and acceptance in accordance with applicable law.

E. Engineering. Tenant must set the necessary boundary stakes on the premises and shall provide any surveys required for the design of the area paving. The director must furnish Tenant with control information required for ground and pavement elevations, specifications for earthwork, pavement, and drainage. Any material deviation from the approved plans and specification must have prior approval by the director and any required governmental agency.

F. Utilities. Upon the prior written approval by the director, Tenant must install other utilities on the premises at its own cost and expense, including all



connection, inspection, and service fees. All utilities must be installed underground, unless agreed to in writing by the director and waived by the planning commission. The City may negotiate with Tenant for the oversizing or extension of utilities to serve other parcels.

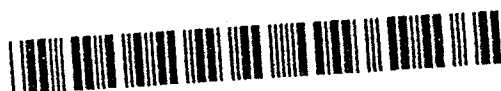
G. Paving and Concrete. Tenant must construct the pavement for the aircraft movement areas and the concrete hangar floors to accommodate the heaviest aircraft expected to operate in the area, or fully loaded fuel trucks, whichever is of greater weight, with a minimum expected pavement life of no less than 20 years. Any roadway access must be in accordance with city standards for comparable construction.

H. Notice of Non-Responsibility. City intends to post and to record a notice of city non-responsibility within 3 days of execution of this agreement. A copy of the notice shall be retained by the director following recordation at the City Recorder's Office.

I. Finish Site Grading. Tenant shall perform, at Tenant's expense, all finish grading of the premises. City will furnish, if available, native material.

J. Frontage Clearances. Tenant must construct the improvements so that all frontages and clearance of the improvements are in compliance with city standards and so they do not encroach upon the building restriction line shown on the ALP.

K. Construction of Public Restrooms. Tenant shall at its sole expense construct publicly accessible restrooms in a location to be approved by the Director



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March 11, 2024

Gerald Ward
160 Foss Creek Circle 1980
Healdsburg, CA 95448
jerryward3@gmail.com
707.489.7711

City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Re: Revised Letter of Intent for Assignment of Lease Agreement

To Maya Simerson:

Please find this revised Letter of Intent on behalf of Wardway Enterprises, LLC, hereinafter referred to as the "Assignee," to express our continued interest in the assignment of the Lease Agreement dated June 1st, 2000, between the City of Ukiah, acting through its City Council (Lessor), and Ukiah Aviation Services (Lessee).

Again, we acknowledge and appreciate the opportunity to engage in further discussions regarding the lease assignment. In light of our recent conversation and to ensure transparency and alignment with the City Council's future planning for the airport, we propose the following clarification to the original Letter of Intent:

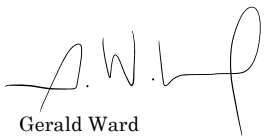
1. **Removal of Parcel A in attached Exhibit B:** The Assignee proposes that if the Lessor decides to remove Parcel A from the originally leased area, it would be understood to adjust the corresponding ground rent on the remaining square footage of Parcel B. This adjustment is proposed to align with changes in the intended use and development of the premises. Additionally, if Parcel A is not removed from the lease, then the Lessee should retain the right to develop on Parcel A. If someone subsequently develops Parcel A due to its removal from the leased square footage, at that time, the City would collect the ground rent for Parcel A.
2. **Shared Taxiway Agreement:** In the event that Parcel A is developed with additional hangars, the Assignee agrees to a shared taxiway arrangement between Parcel A and Parcel B. This shared taxiway will facilitate smooth operations and ensure cooperation between the Assignee and any lessee developing Parcel A.

The Assignee remains committed to complying with all other terms and conditions outlined in the original Lease Agreement, including but not limited to rental payments, maintenance responsibilities, and adherence to applicable regulations.

We understand that any proposed modifications to the lease agreement are subject to your approval and further negotiation. The Assignee is open to discussions and is willing to provide any additional information or documentation necessary to facilitate the smooth transition of the lease to Wardway Enterprises, LLC.

Thank you for your attention to this matter. We look forward to a positive collaboration and appreciate your prompt consideration of our revised request.

Respectfully,



Gerald Ward
Wardway Enterprises, LLC

Agreed and Accepted

Name

Signature

Date

EXHIBIT B

N 21°20'15" W 155.51'

P.O.C.
FND 2" GALV.
IRON PIPE

P.O.B.
PARCEL A

P.O.B.
PARCEL B

LANDS OF
CITY OF UKIAH
DN 152-347

RECORD OF SURVEY OF
PORTION OF LOT 73/
YOKAYO RANCHO
MC 2, DW 43, PG 8
MENDOCINO COUNTY RECORDS

LANDS OF
CITY OF UKIAH
DN 99-05298

PARCEL A
0.41 Acres

PARCEL B
0.48 Acres

BASIS OF BEARINGS:
PORTION OF LOT 73, YOKAYO
RANCHO, MC 2, DW 43, PG 8
MENDOCINO COUNTY RECORDS



CINQUINI & PASSARINO, INC.
LAND SURVEYING

- ▲ BOUNDARY
- ▲ TOPOGRAPHIC
- ▲ CONSTRUCTION
- ▲ CIRCUMFERENCE

1380 No. Dutton Ave.
Santa Rosa, Ca. 95401
Phone: (707) 542-6288
Fax: (707) 542-6288

JOB NAME: UKIAH AIRPORT HANGER
DESCRIPTION: LEASE EASEMENT PLAT

DRAWN BY: PCS	SHEET: 1 OF 1
SCALE: 1" = 50'	JOB #: 4546-00
DATE: 5-2-00 14:20:16	

ASSIGNMENT AND ASSUMPTION OF AMENDED LEASE

This Agreement, dated _____ (“Effective Date”) by and between the City of Ukiah (“Lessor”), Vega Air, LLC (“Assignee/Lessee”) and Ukiah Aviation Services LP (“Assignor”) assigns the Lease Agreement dated July 1, 2000 (“Lease”), between Lessor and Assignor attached hereto as **Exhibit 1**, as amended herein. Except as amended herein all other terms and conditions of the Lease remain in full force and effect. Lessor, Assignor and Assignee/Lessee may be referred to herein individually as a “Party” or collectively as the “Parties”.

1. As of the Effective Date, Assignor hereby assigns to Assignee/Lessee and Assignee/Lessee hereby assumes. and agrees to be bound by the terms and conditions of the Lease, as amended herein.

2. The Parties acknowledge and agree that as of the Effective Date, Assignor constructed eight airplane hangars on Parcel B, as depicted on attached **Exhibit 2** (which consists of Exhibit A and Exhibit B to the Lease), but has left Parcel A unimproved. The area between Parcel A and Parcel B (hereafter referred to as “Parcel C”) is paved and used as a taxiway for access to the airport hangars on Parcel B and could be used as a taxiway and for access to hangars or other aviation related facilities constructed on Parcel A.

3. As of the Effective Date Assignor relinquishes any right, title or interest in and to the real property depicted and described in attached **Exhibit 2** to the Lease (the “Leased Premises”), including the eight hangars and other improvements constructed on Parcel B and warrants and represents that there are no actual or threatened encumbrances on the Leased Premise arising out of or relating to Assignor’s use or improvement of the Leased Premises, including, but not limited to, mortgages, deeds of trust and judgment liens. Assignor confirms that after assignment of the Lease to Assignee/Lessee, Assignor remains subject to Section 6 of the Lease as to claims arising prior to the assignment of the Lease to Assignee/Lessee.

4. As of the Effective Date, the Lease is revised as set forth below.

a. Section 2, Term, is amended as follows:

The term of this Lease is forty years commenced on March 28, 2002, and terminating on March 28, 2042, subject to the Lessor’s right to terminate the Lease as provided in subsection 4.a(i) and Assignee/Lessee’s right to negotiate the term for Parcel A as provided in subsection 4.a(ii).

- (i) The lease of Parcel A to Assignee/Lessee shall terminate upon sixty (60) days of written notice of termination from City to Assignee/ Lessee. On and after the effective date of such termination of the Parcel A Lease, the City, or any future lessee of Parcel A, and Assignee/Lessee shall have a shared right of access and use of Parcel C as a taxiway and for access to hangars or other aviation-related facilities constructed on said parcels. Each Party’s use of Parcel C must not unnecessarily obstruct or interfere with the other Party’s use of said parcel as authorized by this Subsection 4.a(i) and each Party shall share equally in the cost to maintain Parcel C in a safe and well-maintained condition.
- (ii) Upon termination of the lease for Parcel A, the ground rent, as adjusted for inflation (excluding 5% of gross revenue from hangar rent) as

imposed by Section 3 of the Lease, will be reduced by twenty-five (25) percent at the time the development of Parcel A is assigned to another lessee by the City. That reduced amount will be subject to all future annual CPI adjustments.

At any point during the remainder of the term of the Lease, but not after any notice from the Lessor of termination, the Assignee/Lessee may provide the Lessor written notice that Assignee/Lessee intends to construct hangars or other aviation related facilities on Parcel A. . If the proposal is approved by the Lessor in the sole exercise of its discretion, the two parties will thereupon negotiate new terms for Parcel A.

b. Section 5. Assignment, is amended as follows:

Lessee will not assign this Lease or any interest therein without the prior written consent of Lessor. As used herein "assignment" includes any change in the membership of the LLC that comprises a controlling interest of the LLC. The City Manager may consent to an assignment of the Lease on behalf of Lessor, if the assignment is to a lending institution and necessary for the Lessee to finance the construction of Lessor approved improvements on the leased premises. The City Manager may agree to commercially reasonable terms and conditions in connection with an assignment required for financing purposes. The City Council must approve all other assignments. Lessor shall not withhold approval unreasonably of Lessees request to assign this Lease. Any assignee must meet all criteria duly adopted by Lessor for leasing said property for airport related uses and the assignment of the Lease must be consistent with the Airport Master Plan, adopted by Lessor. If any assignment occurs in violation of this paragraph, Lessor may terminate this Lease and recover possession of the leased premises, including any improvements located on the leased premises which, under the terms of this Lease, become the Lessor's property upon termination of the Lease. "Assignment" includes both voluntary assignments and assignments that occur involuntarily or by operation of law.

c. Section 11. Notice is amended to read as follows.

Any written notice or other written communication permitted or required by this Agreement shall be deemed given and received upon delivery, if served by email with acknowledgment of receipt, Federal Express, UPS or similar overnight delivery service or 48 hours from deposit in the US Mail with proper First-Class postage and addressed as follows:

TO ASSIGNOR:

Ukiah Aviation Services, LP
Attention: Gordon Gravelle
P.O. Box 563
Lakeport, CA. 95453
Email: ggravelle@suncresthomes.com

TO ASSIGNEE/LESSEE:

Vega Air, LLC Attention:
Jerry Ward 160 Foss
Creek Circle 1980
Healdsburg, CA 95448
Email: jerryward3@gmail.com

TO LANDORD:

City of Ukiah
Attention; Sage Sangiacomo
300 Seminary Ave.
Ukiah, CA. 95482
Email: ssangiacomo@cityofukiah.com

SIGNATURES

DRAFT



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Award of Bid to Lincoln Aquatics in the Amount of \$62,512.72 for the Municipal Pool Filtration System, Specification No.E39825, and Approval of Corresponding Budget Amendment.

DEPARTMENT: Finance

PREPARED BY: Myles Fisette

PRESENTER: Neil Davis, Community Services Director

ATTACHMENTS:

1. Picture of Filters
2. BID TABULATION RFB E39825
3. Lincoln Aquatics Bid

Summary: Council will consider awarding a bid to Lincoln Aquatics in the amount of \$62,512.72 for the Municipal Pool Filtration System, Specification No.E39825, and consider approving a corresponding budget amendment.

Background: The Recreation Division is responsible for the staffing, programming, and management of the Ukiah Municipal Swimming Pools for aquatic programs and events. Every summer, the Municipal Pools host public swimming, swim lessons, and aquatic fitness classes. Aquatics Staff operates concessions from the pool facility, offering an array of healthy snacks and seasonally appropriate treats.

Community Services Staff has estimated the current pool filters to be at least 50 years old (Attachment 1). Staff has patched the exterior of the filters and repaired them in various ways over the past decades but they have now reached the end of their life. The California Department of Public Health code requires functional filters on public swimming pools with a flow rate which allows the water to recirculate in an appropriate amount of time.

Discussion: The City sent out a Request for Bid on April 11, 2024, and received three (3) materials bids for this project (Attachment 2). Lincoln Aquatics was the lowest responsible bidder with a bid amount of \$62,512.72. A copy of Lincoln Aquatics's bid is provided (Attachment 3). Staff is requesting the Council's approval to award the bid to Lincoln Aquatics, and approval of a corresponding budget amendment.

This will be the first step in a two-step procurement process with Staff bidding the installation separately. Given the 12-14 week lead time for the materials and the extended bidding process required for labor, it was decided to expedite the ordering of parts while simultaneously working on the labor aspect. The estimated cost for the installation is \$58,000. Funding for this project will come from general fund reserves.

Recommended Action: Award a bid to Lincoln Aquatics in the Amount of \$62,512.72 for the Municipal Pool Filtration System, Specification No.E39825, and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10022300.80100.18448: \$0

PROPOSED BUDGET AMOUNT: 10022300.80100.18448: \$62,512.72

FINANCING SOURCE: General Fund reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Financial Services Manager; Jake Burgess, Community Services Supervisor; Neil Davis, Community Services Director; Daniel Spence, Recreation Supervisor; Robert Gibson, Parks Superintendent

DIVERSITY-EQUITY INITIATIVES (DEI):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

GP-A4 - Public Facilities, Services, and Infrastructure Element

Approved:


Sage Sangiacomo, City Manager



RFB E39825 - POOL SAND FILTER
 BID OPENING: 2 PM, APRIL 18, 2024

			LINCOLN AQUATICS-SCP		JOHNSON POOL AND SPA		WATERLINE TECHNOLOGIES INC.	
			CONCORD, CA		WINDSOR, CA		SANTA ANA, CA	
ITEM #	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	STARK SS2-96 SAND FILTER	1	\$ 48,771.00	\$ 48,771.00	\$ 54,190.00	\$ 54,190.00	\$ 60,161.40	\$ 60,161.40
2	STARK PBS01 PARA-PUMP BOOSTER	1	\$ 1,771.00	\$ 1,771.00	\$ 2,083.52	\$ 2,083.52	\$ 2,280.05	\$ 2,280.05
3	FLUIDTROL SW116106031	1	\$ 2,669.00	\$ 2,669.00	\$ 2,884.44	\$ 2,884.44	\$ 4,090.32	\$ 4,090.32
4	BLUE WHITE RT-800S8-GPM1 F1000	1	\$ 590.00	\$ 590.00	\$ 747.51	\$ 747.51	\$ 726.61	\$ 726.61
5	50 LB BAG #20 SILICA FILTER SAND	124	\$ 9.90	\$ 1,227.60	\$ 11.00	\$ 1,364.00	\$ 12.63	\$ 1,566.12
6	50 LB BAG .25"x3/8" PEA GRAVEL	40	\$ 7.70	\$ 308.00	\$ 8.56	\$ 342.40	\$ 41.15	\$ 1,646.00
	SUBTOTAL			\$ 55,336.60		\$ 61,611.87		\$ 70,470.50
	TAX			\$ 4,911.12		\$ 5,468.05		\$ 6,254.26
	FREIGHT			\$ 2,265.00		\$ 2,516.84		\$ 5,355.00
	GRAND TOTAL			\$ 62,512.72		\$ 69,596.76		\$ 82,079.76



Bids may be emailed, faxed, or hand delivered, to the contact information listed herein, and by the specified deadline, or the bid will be rejected.

Submitted by: Lincoln Aquatics - SCP
 (Company Name & Address) 1848 Arnold Industrial Place
Concord, CA. 94520

REQUEST FOR BID

300 SEMINARY AVENUE
 UKIAH, CALIFORNIA 95482
 P: (707) 463-6225, F: (707) 313-3831

DATE: 4/11/2024
 REQ. NO. E39825

BIDS WILL BE RECEIVED UNTIL
2:00 p.m., April 18, 2024
 AT THE OFFICE OF THE PURCHASING MANAGER
 411 W CLAY ST. CITY OF UKIAH
 BY: Myles Fisetete
 Email: mfisetete@cityofukiah.com

BIDS ARE REQUESTED FOR THE FOLLOWING ITEMS:

ALL BIDS SHALL BE F.O.B. UKIAH, CA.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	STARK SS2-96 HIGH RATE SAND FILTER PER SPECIFICATIONS OR EQUAL: (2) TANK, PARAGON STARK HIGH RATE FILTER SYSTEM HORIZONTAL, CLEAR MANWAY, INCLUDES BACKWASH VALVES, BUTTERFLY VALVES, FACEPIPING. BACKWASH RATE - 405 GPM, FILTERS BASED ON APPX 670 FILTERS BASED ON APPX 670 GPM. If offering equivalent, list Manufacturer and Model #:	\$ 48,771	\$ 48,771
1	STARK PBS01 PARA-PUMP BOOSTER SYSTEM PER SPECS OR EQUAL: If offering equivalent, list Manufacturer and Model #:	\$ 1,771	\$ 1,771
1	FLUIDTROL SW116106031 6"x6" FLANGED FRP/PVC STRAINER W/ SS BASKET PER SPECS OR EQUAL: If offering equivalent, list Manufacturer and Model #:	\$ 2,669	\$ 2669
1	BLUE WHITE RT-800S8-GPM1 F1000 8" FLOW TOTALIZER PER SPECS OR EQUAL: If offering equivalent, list Manufacturer and Model #:	\$ 590	\$ 590
124	50 LB BAG #20 SILICA FILTER SAND	\$ 9.90	\$ 1,227.60
40	50 LB BAG .25"x3/8" PEA GRAVEL	\$ 7.70	\$ 308
		Tax (8.875 %):	\$ 4911.12
		Shipping:	\$ 2,265.00
		TOTAL:	\$ 62,512.72
		Payment Terms:	N30

SIGNATURE: 	DATE: April 18, 2024	LEAD TIME ARO : 12-14 weeks
PRINT NAME: Chris P Davis	PHONE: 510-910-6013	EMAIL: cdavis@lincolnaquatics.com

TERMS:

1. LOCAL PREFERENCE: Local Vendors shall be given an allowance of five percent (5%), up to a maximum allowance of \$2,500, on any bid for supplies, equipment and/or materials per Ukiah City Code Section 1522.D.4. A Local Vendor is defined as one which, 1) conducts business in an office or other business premises with a physical location in Mendocino County, 2) holds a valid business license issued by Mendocino County or one of the cities in Mendocino County for that business location, and 3) has conducted business in compliance with 1) and 2) for not less than six (6) months prior to requesting the preference. The City shall receive satisfactory proof that a business qualifies as a local vendor before it may receive the local preference. In the event that there is a tie bid, where one bidder is local, the other is not, and the bid is equal in price and quality, the award shall go to the Local Vendor.
2. Right is reserved to reject any and all bids.
3. Right is reserved to accept separate items unless specifically denied by bidder.
4. Right is reserved to reject a bid from any bidder who has previously failed to perform adequately for the City of Ukiah.
5. In CASE OF DEFAULT, the City of Ukiah may procure the items quoted on from other sources and hold the original bidder liable for any increased costs.
6. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid.
7. In submitting the bid, bidder agrees that the bid shall remain open and may not be revoked or withdrawn for 60 days from the bid due date, unless a different time period is specified in RFB.
8. Bidder agrees to perform according to its bid, if the City's acceptance is communicated to the bidder within the time specified in number 7 above.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Approving Records Destruction for the Human Resources and Risk Management Department.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Proposed Resolution with Exhibit A

Summary: The Human Resources and Risk Management department, along with the City Attorney's Office and the City Clerk, have reviewed records that have been identified as being ready for destruction. Council is being asked to approve their destruction.

Background: City of Ukiah's Records Retention Guidelines was constructed based on the State of California's recommended retention schedule and various government regulations, as well as recommendations from City departments. The Human Resources and Risk Management department, along with the City Attorney's Office and the City Clerk, have reviewed the Transfer Notices for a total of 17 boxes that are due for destruction per the Guidelines, and have approved them for shredding.

Discussion: The estimated cost for shredding the 17 boxes is \$136, and this has been budgeted for the 23-24 fiscal year.

Staff recommends that Council adopt the resolution (Attachment 1), authorizing the destruction of 17 boxes of outdated documents, listed attached as Exhibit A to the resolution; and approve the budget amendment to the City Clerk Contracted Services and Elections account.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents for the Human Resources and Risk Management Department.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 20012500.52100: \$2,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sheri Mannion, Human Resources/Risk Management Director.

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, the Human Resources and Risk Management department, along with the City Attorney's Office and the City Clerk have reviewed and approved the list of records that are attached as Exhibit A, and determined that said records are no longer necessary and may at this time be destroyed.

NOW, THEREFORE, BE IT RESOLVED that the Ukiah City Council hereby approves the destruction of certain records, contained in Exhibit A of this Resolution, and authorizes the City Clerk to destroy the records.

PASSED AND ADOPTED this 1st day of May, 2024, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Josefina Dueñas, Mayor

ATTEST:

Kristine Lawler, City Clerk

HUMAN RESOURCES

CONTAINER	SHELF	LOCATION	BOX #	Date Rec'd	Con / Pub	Central File #	RECORD TITLE	RECORD DATES	RETAIN UNTIL	USER/SENDER	DEPARTMENT
1	a	21	4244	2/3/2014	Con	902.17	Recruitment	1999-2012	2023	Denise Olmstead	HR/Risk Mgmt
1	a	27	4245	2/3/2014	Con	902.17	Recruitment	1996-2012	2023	Denise Olmstead	HR/Risk Mgmt
1	a	29	4246	2/3/2014	Con	902.17	Recruitment	1995-2012	2023	Denise Olmstead	HR/Risk Mgmt
1	b	60	1910		Con	902.15	Personnel Records	1987 - 1998	2023	McBride	HR/Risk Mgmt
1	b	74	1880		Con	902.06	Employee Rights - Safety	6/19/1905	2022	None specified	HR/Risk Mgmt
1	c	91	1881		Con	902.06	Employee Rights - Safety	6/19/1905	2022	None specified	HR/Risk Mgmt
1	c	92	1882		Con	902.06	Employee Rights - Safety	6/19/1905	2022	None specified	HR/Risk Mgmt
1	c	95	1883		Con	902.06	Employee Rights - Safety	6/19/1905	2022	None specified	HR/Risk Mgmt
1	d	133	900		Pub	902.23	Training Records - Safety	1978 - 1987	2022	Budrow	HR/Risk Mgmt
1	d	167	00301	11/14/2019	Pub	902.21	Training Records - Non-Safety	1/1/97-12/31/16	2023	Lory Limbird	HR/Risk Mgmt
1	e	181	4798	11/1/2018	Con	903.03	Claims, Damage	6/2018	2023	Lori Limbird	HR/Risk Mgmt
2	k	444	1018		Pub	mixed	Background, FTO, Training, Human Resources Files	1986 - 1998	2023	McBride	HR/Risk Mgmt
3	u	881	4349	7/18/2014	Con	902.17	Recruitment	2005-2012	2023	Denise Olmstead	HR/Risk Mgmt
3	z	1053	4197	10/4/2013	Con	902.17	Recruitment	2006-2011	2023	Denise Olmstead	HR/Risk Mgmt
3	z	1055	4198	10/4/2013	Con	902.17	Recruitment	2000-2011	2023	Denise Olmstead	HR/Risk Mgmt
4	ff	1285	00698	4/5/2022	Con	902.05	Employee Rights - General & Safety	1/1/87-12/31/14	2017	Temple Cabral	HR/Risk Mgmt
4	ff	1288	00701	4/5/2022	Con	902.09	I-9	1/1/62-12/31/21	2023	Temple Cabral	HR/Risk Mgmt



AGENDA SUMMARY REPORT

SUBJECT: Public Hearing to Receive Public Comment and Discuss Final Grantee Performance Under State Community Development Block Grants 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097, and Adopt Two Resolutions Acknowledging Project Accomplishments, Confirming Receipt of all Grant Reimbursement Funds from the State, and Approving Any Corresponding Budget Amendments Required as Part of the Grant Closeout Process.

DEPARTMENT: Community Development

PREPARED BY: Jim Robbins, Housing and Grants Manager

PRESENTER: Jim Robbins, Housing and Grants Manager

ATTACHMENTS:

1. Resolution 2021-03
2. Resolution 2022-81
3. Ambulance Specifications
4. Purchase Order48373-00
5. PhotographsOfAmbulance
6. Ambulance Purchase Staff Report
7. Resolution - Close-20-CDBG-CV2-3-00081
8. Resolution - Close-20-CDBG-CV2-3-00097
9. Standard Agreement Amendment 1
10. Standard Agreement

Summary: Council will conduct a public hearing to receive a report from Staff on performance and accomplishments from State Community Development Block Grants 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097; receive public comments related to the City's performance on these two grant projects; adopt two Resolutions acknowledging project accomplishments, confirming activity completion, and confirming receipt of all grant reimbursement funds from the State; and approve any corresponding budget amendments required as part of the grant closeout process.

Background: On February 3, 2021, Council adopted Resolution 2021-03 (Attachment 1) authorizing the submittal of a State Community Development Block Grant (CDBG) application in response to the 2020 CDBG-CV2-3 Notice of Funding Availability (NOFA) issued by the State Department of Housing and Community Development (HCD). The application included three activities:

1. City of Ukiah Subsistence Payments Program
2. Public Facility Improvements Project- Permanent Generator
3. Ukiah Valley Fire Authority (UVFA) Ambulance Purchase

All three of the proposed activities were awarded by the State Department of Housing and Community Development (HCD). HCD originally awarded \$31,100 for Standard Agreement 20-CDBG-CV2-3-00081 on September 14, 2021, as an add-on award for the Permanent Generator project primarily funded by Standard Agreement 20-CDBG-CV1-00004, and awarded \$141,648 on September 21, 2021, for Standard Agreement 20-CDBG-CV2-3-00097 for purchase of the new ambulance. In November 2022, it became clear that the

Permanent Generator in the process of being installed at the Ukiah Valley Conference Center did not require the additional \$31,100 in grant funds. In consultation with Staff, PG&E offered to do the necessary work without reimbursement from the City or from the CDBG grant. Given PG&E's generous contribution to the project, Staff worked with HCD and the City Council to amend Standard Agreement 20-CDBG-CV2-3-00081 to transfer the \$31,100 to the purchase of the UVFA ambulance, a project that needed additional funds. The transfer was authorized by Council in Resolution 2022-81 (Attachment 2) and approved by HCD in Standard Agreement Amendment 1 (see Attachments 9 and 10). With the approved amendment, the total amount of CDBG grant funding for the ambulance purchase rose to \$172,748.

The goal of the CDBG Ambulance Purchase project was to enhance ambulance and emergency medical services in the Ukiah Valley, providing a safe and modern ambulance to address increasing service demands due to COVID-19. With insurance records showing 79% of the UVFA's ambulance patients as Low- and Moderate-Income (LMI), purchase of the ambulance with CDBG-CV2/CV3 funds was necessary to ensure safe and equitable access to ambulance/health care services throughout the Ukiah Valley.

During the early COVID-19 vaccination efforts, UVFA personnel administered COVID-19 vaccines at local vaccination clinics. UVFA personnel were also available in case of allergic reactions or other complications from vaccines. Supporting the local vaccination sites also meant having an ambulance on scene and leaving only one of the two ambulances available for the Ukiah Valley's 34,000 residents. Purchase of a new ambulance enabled vaccination support to continue without impairing the ability of the UVFA to provide ambulance services in the Ukiah Valley. The purchase of the ambulance will also improve the ability of the UVFA to respond to future pandemics or other similar emergencies.

In order to complete closeout requirements related to the two CDBG grants, and to remain eligible to receive funding for similar activities in the future, HCD requires Staff to present a report to Council on accomplishments and performance related to 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097. HCD also requires that Council conduct a public hearing to receive public comment, acknowledge accomplishments, confirm activity completion, and confirm receipt of grant reimbursement funds from the State.

Discussion: Report on Performance and Accomplishments

The ambulance was built to the required specifications (Attachment 3), and the City and UVFA have purchased the ambulance from Braun NW, Inc. through Purchase Order 48373-00 (Attachment 4). The UVFA received delivery of the ambulance on December 11, 2023 (see photographs in Attachment 5). Council approved the purchase of the ambulance through Agenda Item 2021-996 at the City Council meeting on August 18, 2021 (see attached agenda item, Attachment 6).

The total amount of 20-CDBG-CV2-3-00081 funds allocated to the project was \$31,100 and the total amount of 20-CDBG-CV2-3-00097 funds allocated to the project was \$141,648, representing an expenditure rate of 100% of available grant funds. No City of Ukiah CDBG Program Income funds were used for this project.

Staff recommends Council receive this report, conduct a public hearing to receive public comment on the City's performance related to Standard Agreements 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097, and adopt two Resolutions (Attachments 7 and 8) acknowledging accomplishments, confirming activity completion, and confirming receipt of all grant reimbursement funds from the State.

Recommended Action: 1) Receive report from Staff on final performance of State Community Development Block Grants 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097; 2) Conduct a public hearing to receive public comment; 3) Adopt two Resolutions acknowledging accomplishments, confirming activity completion, and confirming receipt of all grant reimbursement funds from the State; and 4) Approve any corresponding budget amendments required as part of the grant closeout process.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: \$31,100 and \$141,648

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Two State CDBG grants

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 48373-00

COORDINATED WITH: Douglas Hutchison, UVFA Chief; Craig Schlatter, Community Development Director; Andrea Trincado, Grants Manager; and Mary Horger, Financial Services Manager

DIVERSITY-EQUITY INITIATIVES (DEI): **Goal 5** – Instill diversity, equity, and inclusion as essential core elements of policy-making, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): GP-A4 - Public Facilities, Services, and Infrastructure Element; and GP-A6 - Safety Element

Approved:


Sage Sangiacomo, City Manager

RESOLUTION NO. 2021-03

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS RESPONSE ROUND 2 AND 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the **City Council** of the **City of Ukiah** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s), in the aggregate amount, not to exceed \$395,757, for the following CDBG-CV2 and CV3 activities, pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

City of Ukiah Subsistence Payments Program	\$200,000
General Administration- Subsistence Payments Program	\$ 23,009
Public Facility Improvement Project- Permanent Generator	\$ 27,891
General Administration- Public Facility Improvement Project	\$ 3,209
Purchase of Ukiah Valley Fire Authority Ambulance	\$141,648
Total	\$395,757

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG Business Assistance application and acknowledges no Program Income is authorized or approved for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on February 3, 2021 by the following vote:

AYES: Councilmember Crane, Rodin, Duenas, and Mayor Orozco
NOES: None
ABSTAIN: Councilmember Brown
ABSENT: None



Juan V. Orozco, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 3rd day of February, 2021.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: 

RESOLUTION NO. 2022-81

A RESOLUTION APPROVING AN AMENDMENT TO STANDARD AGREEMENT 20-CDBG-CV2-3-00081 TO TRANSFER FUNDS FROM PUBLIC FACILITY IMPROVEMENT PROJECT FOR SURGE CAPACITY TO STANDARD AGREEMENT 20-CDBG-CV2-3-00097 UKIAH VALLEY FIRE AUTHORITY AMBULANCE PURCHASE

BE IT RESOLVED by the City Council of the City of Ukiah as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California ("State") of a request to transfer funds in Standard Agreement 20-CDBG-CV2-3-00081 from the Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase.

Current 20-CDBG-CV2-3-00081 Activities

Public Facility Improvement Project- Permanent Generator	\$ 27,891
General Administration	\$ 3,209

Amount of Funds to be transferred to 20-CDBG-CV2-3-00097 Ambulance Purchase

Public Facility Improvement Project- Permanent Generator	\$ 27,891
General Administration- Permanent Generator	\$ 3,209

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG Business Assistance application and its 2021 CDBG Housing Rehabilitation Program application and acknowledges no Program Income is authorized or approved for the 20-CDBG-CV2-3-00081 or 20-CDBG-CV2-3-0097 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s) for the 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-0097 activities described in Section 1 above.

SECTION 4:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager is authorized to enter into, execute and deliver an amendment to the Standard Agreement(s) and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 4:

If an amendment is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on December 21, 2022 by the following vote:

AYES: Councilmembers Sher, Crane, Duenas, and Mayor Rodin
NOES: None
ABSTAIN: None
ABSENT: Councilmember Orozco



Mari Rodin, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 21st day of December, 2022.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: Kristine Lawler

11366 Amalgam Way, Suite G, Rancho Cordova, CA 95670



DEMERS MXP150 TYPE I AMBULANCES FORD F450 4X4 CHASSIS

April 15, 2021

Ukiah Valley Fire Authority
1500 South State Street
Ukiah, CA 95482-6709

Re: Proposal for Two (2) Demers MXP150 Type I Ambulances

Dear Chief Hutchison:

Thank you for giving us an opportunity to provide you with a proposal for two (2) Demers MXP150 Type I ambulances, configured similarly to Phoenix Fire Department's ambulances. The MXP150 Type I is among Demers' most popular models, often chosen by departments that emphasize maneuverability, ergonomics for their firefighter/EMT/paramedics and low cost of operation. A detailed spec summary and custom drawings are attached for your review. Highlights of the proposed MXP150s include:

- 2021 Ford **F450 4x4** with gasoline engine and aluminum wheels
- Module and chassis painted Ford OEM Race Red over black to match fleet
- Liquid Spring suspension
- Pass-through between cab and module has sliding window to isolate patient compartment from cab
- Aluminum interior with interlocking aluminum extrusion cabinetry and powder coating for extreme-duty
- Proven DEMS Electrical System with expedited support via optional remote cyber connection factory plug-in, reducing downtime
- Auxiliary, front-mounted AC condenser 60,000 BTU with auxiliary compressor
- Power Inverter, Xantrex Freedom, True Sine, 1000W with battery charger
- Full-height rear streetside compartment with SCBA brackets
- Custom front lighting configuration including RotoBeams
- LED GoLight
- Back-up camera
- Full medical cabinet configuration, streetside interior with CPR seat
- Mobility track seating on curbside with work station
- ALS cabinet with open storage and safety net
- Extra large cabinet below action area Whelen M Series lighting package
- Safety yellow grab bar package
- All LED cabinet and compartment lights
- All warning and scene lights are LED
- Ipad mount and docking station on cab console
- All interior dome lights are LED
- 6-point safety belt for CPR seat
- Carbon monoxide detector
- Manual oxygen regulator with pressure sensor and digital read-out.
- Stryker floor plate and prewire; customer-supplied PowerLoad for one unit; dealer-supplied for second unit (KKK compliance)
- Graphics package to match fleet

Keeping lifecycle costs low once you put your ambulance in service is critical and a design priority for Demers. In addition to building extremely reliable ambulances, Demers stands behind them with excellent warranties and is the only manufacturer to offer a parts-AND-labor warranty on third-party items (e.g. inverter, lights, suction pump) that are factory installed. That also means that we handle all the warranty claims on the module and systems, regardless of whether it's a Demers-built item or an installed component, and it's covered for the first two years.

Demers Standard Warranties for the MXP150 include:

- Module Structure: 25 Years "lifetime" / Unlimited Miles
- Paint: 5 Years / 180,000 Miles (non-prorated)
- Electrical: 5 Years / 180,000 Miles
- Materials and Workmanship: 5 Years/ 180,000 Miles
- **OEM Materials: 2 Years / 75,000 Miles**

MXP150 Pricing

Description	Unit Price	Total Price
Two (2) Demers MXP150 Type I Ambulances, 2021 Ford F450 4x4 chassis per the attached specifications. A trip for two (2) department representatives for final inspection is included in the proposed price	\$231,925.00	\$463,850.00*
One (1) Stryker PowerLOAD cot retention system	\$23,900.00	\$23,900.00
Two-Unit Discount		-\$5,000.00
California Tire Fee, \$1.75 / tire		<u>included</u>
Sub-Total		\$482,750.00
Sales Tax, California and Mendocino County, Unincorporated, 7.875%		<u>\$38,016.56</u>
Total		<u>\$520,766.56</u>

**Includes Ford FIN code rebate of -\$4,300 per unit based on Ukiah Valley's Ford FIN code of QE259. Pricing is subject to change if the current rebate amount changes or becomes unavailable at time of delivery. Proposed price does not include California DMV registration or titling fees, based on assumption that Ukiah Valley Fire Authority is exempt.*

Terms:

Payment Terms: Payment shall be made directly to RedSky Emergency Vehicles or as directed by RedSky Emergency Vehicles. Payment is due at time of delivery.

Delivery: 90 – 110 days after receipt of chassis

The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicles covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time, as will changes to this contract once the order has been placed with Demers Ambulance. Additions or deletions may be made if the vehicle has not passed that point in production at the time of change.

Contingencies: RedSky Emergency Vehicles will not be liable for any delay, failure to make delivery, or other default due to strikes, labor unrest, war, riot, federal, state or local government action, fire, flood, pandemic, or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's delivery of the vehicle or apparatus.

Delivery Terms: FOB Ukiah, CA

Sales & Use Taxes: The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated.

Validity: 60 days

Thank you for allowing us the opportunity to earn your business. We look forward to future discussions about your ambulance needs. Please do not hesitate to contact me with any questions.



11366 Amalgam Way, Suite G, Rancho Cordova, CA 95670

With best regards,

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

Kirsten Skyba
VP – Operations & Customer Service; Co-Owner



Fiscal Year 2023

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**48373-00**Delivery must be made within
doors of specified destination.**B
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ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482**V
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R**BRAUN NORTHWEST INC
PO BOX 1204
150 NORTH STAR DR
CHEHALIS WA 98532**S
H
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P
T
O**UKIAH VALLEY FIRE AUTHORITY
1500 SOUTH STATE STREET
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number		Buyer		Date Ordered		Date Required	
				Mary Horger		07/06/2023			
Delivery Reference			Freight Method/Terms			Department/Location			Sales Tax Rate
						FINANCE			0.000
Item#	Description/Part No.				Qty	UOM	Unit Price		Extended Price
1	2023 NORTH STAR AMBULANCE ON A 2023 FOR E450 CHASSIS (3622-3) VIN #1FDXE4FN9PDD39171 917.00.00.21.214.0000.00000.80100.V2781 \$189,598.00				189598.0	DOLL	\$1.000		\$189,598.00
2	TAX 917.00.00.21.214.0000.00000.80100.V2781 \$16,826.82 REF REQ E37958 AS PER ATTACHED INVOICE DISTRICT APPROVED: 6/13/23				16826.8	DOLL	\$1.000		\$16,826.82

RECEIVING COPY

PO TotalPage 79 of 306
\$206,424.82

Ambulance Photographs
December 11, 2023
20-CDBG-CV2-3-00097 and 20-CDBG-CV2-3-00081





Agenda Item No: 7.p.

MEETING DATE/TIME: 8/18/2021

ITEM NO: 2021-996



City of Ukiah

AGENDA SUMMARY REPORT

SUBJECT: Approval of Lease Purchase of Two (2) 2021 North Star 147-1 Type 1 Ambulances from Braun NW Inc., in the Amount of \$382,410.00 Plus Tax per the Fiscal Year 2022 Capital Improvement Plan (CIP) and Approval of Corresponding Budget Amendment(s).

DEPARTMENT: Fire **PREPARED BY:** Doug Hutchison, Fire Chief

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Ukiah Valley FA_HGAC_Prop_6-17-21 from Braun NW

Summary: Council will consider approving the lease purchase of two (2) North Star 147-1 Type 1 Ambulances per the Ukiah Valley Fire Authority's (UVFA) specifications from Braun NW Inc. through the Houston-Galveston Area Council's Cooperative Purchasing program in the amount of \$382,410.00 plus tax and approval of corresponding budget amendment(s).

Background: During the adoption of the Fiscal Year (FY) 22 budget and Capital Improvement Plan, the Council approved an appropriation for two (2) new Type I ambulances for the Fire Authority, with one (1) unit to be partially funded by a Community Block Development Grant (CDBG) in the amount of \$141,648.

Discussion: To expedite the process, Fire Authority staff gathered three (3) vendors from the Houston-Galveston Area Council's competitively bid Cooperative Purchasing Program based on necessary specification to enhance the delivery of the Fire Authority's Pre Hospital Emergency Medical Services (PHEMS). Specifications were based upon other Fire based PHEMS units built by the vendors. Braun NW was selected (see Attachment 1 for proposal) as they were the closest to the Fire Authority's specified needs and had the closest factory/service center to Ukiah.

Staff is recommending a combination of grant and borrowing to finance this acquisition. The estimated grant portion is \$141,648 and loan portion \$274,700 (price plus sales tax). The City will establish an internal loan using between the general fund and the Ambulance Services fund (710). A ten year amortization at an estimated rate of 2.08% (the current market rate offered to the City through its line of credit with Umpqua Bank will be memorialized through resolution. This would result in an annual debt service payment of \$30,449 and is expected to be funded from ambulance user fees. Staff will return to Council at a later date to finalize the grant and interfund loan resolution documentation. A budget adjustment is also required for this purchase to increase the capital equipment account appropriation for the full cost of the vehicle, including sales tax. Currently, the amount budgeted is just for the portion funded by the grant.

Recommended Action: Approve the lease purchase of two (2) North Star 147-1 type 1 Ambulances from Braun NW Inc. through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing program, in the Amount of \$382,410.00 plus tax per the Fiscal Year 2022 Capital Improvement Plan (CIP) and approval of corresponding budget amendment(s).

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$141,648

PROPOSED BUDGET AMOUNT: \$416,348; 71021100.80100.18269 (V2763)\$

FINANCING SOURCE: Grant and interfund loan proceeds 71021100.80100.V2764 \$

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Doug Hutchison, Fire Chief, Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2024-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ACKNOWLEDGING ACOMPLISHMENTS AND CONFIRMING ACTIVITY COMPLETION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMUNITY DEVELOPMENT HEALTH SERVICES ACTIVITY: UKIAH VALLEY FIRE AUTHORITY AMBULANCE PURCHASE**

WHEREAS, on February 3, 2021, the City Council adopted Resolution 2021-03 authorizing the submittal of a State Community Development Block Grant (CDBG) application in response to the 2020 CDBG Coronavirus Response Round 2 and 3 (CDBG-CV-2-3) Notice of Funding Availability (NOFA) issued by the State Department of Housing and Community Development (HCD); and

WHEREAS, the City was awarded \$31,100 in State CDBG-CV funds for Standard Agreement 20-CDBG-CV2-3-00081 for the purchase of a generator for the Ukiah Valley Conference Center and executed the Standard Agreement on September 14, 2021; and

WHEREAS, the City passed Resolution 2022-81 on December 21, 2022 to transfer the \$31,100 to the Ukiah Valley Fire Authority Ambulance Purchase represented by Standard Agreement CDBG-CV2-3-00097; and

WHEREAS, the project has been completed, all activity funds have been expended, and the City has been reimbursed \$31,100 by HCD for all project expenses; and

WHEREAS, the State CDBG program requires that City staff present a report on project accomplishments and performance after the project has been completed; and

WHEREAS, the State CDBG program requires the City Council to conduct a public hearing to receive public comment and adopt a Resolution acknowledging accomplishments and confirming activity completion and receipt of all funds from HCD requested by the City through Standard Agreement 20-CDBG-CV2-3-00081.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council of the City of Ukiah has reviewed the activity staff report and acknowledges the project accomplishments, which include the purchase of an ambulance for the Ukiah Valley Fire Authority;
2. The City Council confirms activity completion;
3. The City Council confirms that the City has received all grant-related reimbursement funds from the State and is ready to close out standard agreement 20-CDBG-CV2-3-00081.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting of the City Council of the City of Ukiah held on the 1st day of May, 2024, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Josefina Dueñas, Mayor

STATE OF CALIFORNIA

City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true, and correct copy of a resolution adopted by said City Council on this 1st day of May, 2024.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: _____

RESOLUTION NO. 2024-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ACKNOWLEDGING ACOMPLISHMENTS AND CONFIRMING ACTIVITY COMPLETION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMUNITY DEVELOPMENT HEALTH SERVICES ACTIVITY: UKIAH VALLEY FIRE AUTHORITY AMBULANCE PURCHASE**

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WHEREAS, the City was awarded \$141,648 in State CDBG-CV funds for Standard Agreement 20-CDBG-CV2-3-00097 for the purchase of an ambulance for the Ukiah Valley Fire Authority and executed the Standard Agreement on September 21, 2021; and

WHEREAS, the project has been completed, all activity funds have been expended, and the City has been reimbursed \$141,648 by HCD for all project expenses; and

WHEREAS, the State CDBG program requires that City staff present a report on project accomplishments and performance after the project has been completed; and

WHEREAS, the State CDBG program requires the City Council to conduct a public hearing to receive public comment and adopt a Resolution acknowledging accomplishments and confirming activity completion and receipt of all funds from HCD requested by the City through Standard Agreement 20-CDBG-CV2-3-00097.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council of the City of Ukiah has reviewed the activity staff report and acknowledges the project accomplishments, which include the purchase of an ambulance for the Ukiah Valley Fire Authority;
2. The City Council confirms activity completion;
3. The City Council confirms that the City has received all grant-related reimbursement funds from the State and is ready to close out standard agreement 20-CDBG-CV2-3-00097.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting of the City Council of the City of Ukiah held on the 1st day of May, 2024, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Josefina Dueñas, Mayor

STATE OF CALIFORNIA

City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true, and correct copy of a resolution adopted by said City Council on this 1st day of May, 2024.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: _____

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 55 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
20-CDBG-CV2-3-00081	1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

City of Ukiah

2. The term of this Agreement is:

START DATE

09/14/2021

THROUGH END DATE

09/13/2023

3. The maximum amount of this Agreement after this Amendment is:

\$31,100.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Exhibit "E", Program Application, is hereby deleted in its entirety and replaced with a new Exhibit "E", Program Application, (Rev. 03/2023) attached hereto and made a part hereof. This amendment hereby changes the Activity of the Agreement to 05M - Health Services with National Objective LMA.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Ukiah

CONTRACTOR BUSINESS ADDRESS

300 Seminary Avenue

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Sage Sangiacomo

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

March 24, 2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Michael White

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

4/5/2023

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

CA HCD Revision / Amendment Request Form

Please complete the form below to request revisions or amendments to your CDBG-CV Standard Agreement under California Department of Housing and Community Development guidelines. A separate form must be completed for each agreement/award.

Part 1: Requested Revision / Amendment for:

Award Number: 20-CDBG-CV2-3-00081

Contractor/Grantee: City of Ukiah

Grant Administrator (CDBG-CV) **OR**
CDBG Representative (Annual CDBG): **Carola Sanchez**

Person Completing Form: **Jim Robbins**

Complete the Part 2: Contract Revisions and/or Part 3: Amendments sections below.
Remember, revisions do not require a new Standard Agreement, while amendments do.

Part 2: Contract Revisions

Choose revision types (Scope of Work, Timeline or Milestone, Beneficiaries or Other) and complete entries for those revisions. **Revisions MAY NOT be implemented prior to execution unless CA HCD has provided written notice to proceed.**

☐ **Scope of Work Revision** (Choose Itemize the Scope of Work and/or Change the Scope of Work)

□ Itemize the Scope of Work

Original Scope of Work:	Proposed Itemized Scope of Work:
-------------------------	----------------------------------

Original Scope of Work:	Proposed Scope of Work:
-------------------------	-------------------------

☐ Timeline or Milestone Revision

Proposed revisions may only affect intermediate milestones; **they MAY NOT affect start and end dates.** An Amendment is required to change start or end date.

Original Milestones:	Proposed Milestones:

☒ **Beneficiaries Revision**

To qualify as a revision, proposed adjustments must increase the estimated number of beneficiaries **WITHOUT increasing or decreasing the scope of work and WITHOUT changing the overall budget.**

Original Estimated Number of Beneficiaries:	1030	Increased Number of Beneficiaries:	34,000
--	------	---------------------------------------	--------



CA HCD Revision / Amendment Request Form

☐ Other (Please Explain)

Original Item:	Proposed Change:
----------------	------------------

Part 3: Contract Amendment

Include in this section adjustments that change the scope in a manner that requires a change to the awarded activity budget, including adding funds from other State CDBG funded activities, other CDBG-CV allocations, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

Contract Amendments must be fully executed by **BOTH** the Grantee and the CA HCD prior to implementation. **Adjustments MAY NOT be implemented prior to execution unless CA HCD has provided written notice authorizing the Grantee to proceed.**

Choose amendment type(s) (Scope of Work, Budget and Scope of Work, Beneficiaries, or Other) and complete entries for these amendments.

☒ Scope of Work Amendment (Choose **EITHER** Add Scope or Reduce Scope)

☐ Add Scope beyond what was included in the original application

Original Scope of Work:	Proposed Scope of Work:
-------------------------	-------------------------

- ☒ Reduce Scope such that the activity is materially different from that in the original application.

Original Scope of Work: Procurement and installation of a permanent generator at the City-owned Ukiah Valley Conference Center located at 200 South School Street, Ukiah, CA.	Proposed Scope of Work: Additional funding in support of Ambulance purchase for the Ukiah Valley Fire Authority (UVFA) associated with City of Ukiah CDBG-CV2-3 executed agreement no. 20-CDBG-CV2-3-00097.
---	---

- ☐ **Budget and Scope of Work Amendment** (Choose Change of Scope requiring adding funds, Change of Scope requiring reducing funds, and/or Budget Change.)
- ☐ Change to the Scope of Work that requires a change to awarded activity budget including **ADDING FUNDS** from other State CDBG funded activities or other CDBG-CV allocations or adding Program Income. **Complete both the scope and budget information below.**

Original Scope of Work:	Proposed Scope of Work:
-------------------------	-------------------------

Budget Change			
Original Scope of Work:		Proposed Scope of Work:	
Awarded Funds	Total Funds	Awarded Funds	Total Funds



CA HCD Revision / Amendment Request Form

- ☐ Change to the Scope of Work that requires a change to awarded activity budget including **REDUCING FUNDS** from either State CDBG awarded funds or Program Income. **Complete both the scope and budget information below.**

Original Scope of Work:	Proposed Scope of Work:

Budget Change			
Original Scope of Work:		Proposed Scope of Work:	
Awarded Funds	Total Funds	Awarded Funds	Total Funds

- ☐ Budget change to awarded activity budget including adding funds from other CDBG-CV, CDBG annual funds, or Program Income allocation. If the budget line items (such as activity or activity delivery) are moved **WITHOUT increasing or decreasing the overall budget, complete the Revision section instead.**

Budget Changes			
Original Scope of Work:		Proposed Scope of Work:	
Awarded Funds	Total Funds	Awarded Funds	Total Funds



CA HCD Revision / Amendment Request Form

☐ Beneficiaries Amendment

Proposed adjustments should reduce the estimated beneficiary counts. If the number of beneficiaries is being increased **WITHOUT increasing or decreasing the scope of work and WITHOUT changing the overall budget, complete the Revision section instead.**

Original Estimated Number of Beneficiaries: _____ Reduced Number of Beneficiaries: _____

☒ Other (Please Explain)

Original Item: 03Z - Other Public Facility Improvements National Objective: LMA	Proposed Change: 05M - Health Services National Objective: LMA
---	--

Amendment Justifications and Assurances

Please include the following information for the proposed amendment.

1. Identify the reasons for the proposed amendment(s).

The City submitted two applications for the public facility improvement project, one in August 2020 and another in February 2021. At the time applications were submitted, no funding had been identified for the critically needed generator installation at the Ukiah Valley Conference Center. Because of the delay of execution of the standard agreement by HCD of nearly a year and a half, the City continued seeking other funding and was able to secure assistance from PG&E. The unexpected project assistance from PG&E eliminated the need for the second awarded CDBG-CV grant for the public facility improvement project, #20-CDBG-CV2-3-00081. However, project #20-CDBG-CV2-3-00097 is in need of the additional funds. The City of Ukiah requests that 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-00097 be amended to transfer \$31,100 from 20-CDBG-CV2-3-00081 to 20-CDBG-CV2-3-00097. This would allow us to avoid additional financing at higher interest rates for the Ukiah Valley Fire Authority Ambulance Purchase project.

2. List steps being taken to avoid any future amendment(s) request(s) for the same reason(s).

The City is cautiously optimistic that current State and Federal policies may eventually have a positive impact on the backlog of ambulance builds and deliveries to local fire districts in California.



CA HCD Revision / Amendment Request Form

Part 4: Grantee Approval and Acknowledgment

I approve the revision or amendment requested above. I acknowledge that if revisions are approved, they will be automatically incorporated into our current Standard Agreement. All other provisions of the agreement shall remain unchanged. I also acknowledge that if an amendment is approved, it must be fully executed by both the Grantee and the Department prior to implementation.

Name of Designated Official:

Sage Sangiacomo

Title of Designated Official:

City Manager

Signature of Designated Official:

A handwritten signature in blue ink that reads "Sage Sangiacomo".

Digitally signed by Sage Sangiacomo
Date: 2023.01.25 16:48:24 -08'00'

Date:

1/25/23



APPENDIX D

1

Appendix D: Resolution of the Governing Body

RESOLUTION NO. 2022-81

A RESOLUTION APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT FOR THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the City Council of the City of Ukiah as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California ("State") of one or more amendments to its existing CDBG-CV2 and CV3 Standard Agreement with the State numbered 20-CDBG-CV2-3-00081 (the "Standard Agreement") pursuant to the State's December 2020 CDBG-CV2 and CV3 Notice of Funding Availability (NOFA). The reviewed and approved amendment(s) are presented in Section 2 of this Resolution.

SECTION 2:

The following amendments to the Standard Agreement have been reviewed and approved by the City Council with acknowledgement that all provisions of the Standard Agreement other than those shown in the tables below shall remain unmodified.



APPENDIX D

2

Existing Section Reference: Standard Agreement 20-CDBG-CV2-3-00081
Existing Provision: Procurement and installation of a permanent generator at the City-owned Ukiah Valley Conference Center located at 200 South School Street, Ukiah, CA.
Amended Provision: Additional funding in support of Ambulance purchase for the Ukiah Valley Fire Authority (UVFA) associated with City of Ukiah CDBG-CV2-3 executed agreement no. 20-CDBG-CV2-3-00097.

Existing Section Reference (if Applicable):
Original Provision:
Amended Provision:

(Add as many tables as necessary to document the requested amendment. Include associated budget changes, if any.)



APPENDIX D

3

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Section 2 above.

SECTION 4:

The City hereby authorizes and directs the City Manager, or designee*, to execute and deliver all applications and/or amendments and act on the City's behalf in all matters pertaining to all such applications and/or amendments.

SECTION 5:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager, or designee*, is authorized to enter into, execute, and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 6:

If an amendment to the Standard Agreement is approved, the City Manager, or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

** **Important Note:** If the designee is signing any application, agreement, amendment, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement or any subsequent amendments thereto.*



APPENDIX D

4

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on December 21, 2022 by the following vote:

[Instruction: Fill in all four (4) vote-count fields below. If none, indicate "0" for that field.]

AYES: ___4___

NOES: ___0___

ABSENT: ___1___

ABSTAIN: ___0___


Mari Rodin (Jan 30, 2023 17:28 EST)

Mari Rodin, Mayor
City Council

STATE OF CALIFORNIA

City of Ukiah

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said [City Council or Board of Supervisors, as applicable] on this 21st day of December, 2023.


Kristine Lawler (Jan 30, 2023 14:29 PST)

Kristine Lawler, City Clerk of the City of Ukiah,
State of California

By: Kristine Lawler, City Clerk
Name and Title

(Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.)



**City Council
Regular Meeting
AGENDA**

(to be held both at the physical and virtual locations below)

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482

To participate or view the virtual meeting, go to the following link: <https://zoom.us/j/97199426600>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 971 9942 6600
- To Raise Hand enter *9
- To Speak after being recognized: enter *6 to unmute yourself

Or One tap mobile (for easy connection on smart phones):
US: [+16699009128,,97199426600#](tel:+16699009128,97199426600) or [+12532158782,,97199426600#](tel:+12532158782,97199426600)

Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

December 21, 2022 - 6:00 PM

-
1. **ROLL CALL**
 2. **PLEDGE OF ALLEGIANCE**
 3. **AB 2449 NOTIFICATIONS AND CONSIDERATIONS**
 4. **PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS**

- 4.a. Presentation Honoring Retiree Ken Ronk for His Years of Service to the City of Ukiah.
Recommended Action: Present Certificates and invite input from Department Directors.
Attachments:
 1. Certificate of Retirement for Ken Ronk

5. **PETITIONS AND COMMUNICATIONS**

6. **APPROVAL OF MINUTES**

- 6.a. Approval of the Minutes for the December 7, 2022, Regular Meeting.
Recommended Action: Approve the Minutes of the December 7, 2022, Regular Meeting.
Attachments:
 1. 5a 2022-12-07 Draft Minutes

7. **RIGHT TO APPEAL DECISION**

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

8. **CONSENT CALENDAR**

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

8.a. Report of Disbursements for the Month of November 2022.

Recommended Action: Approve the Report of Disbursements for the Month of November 2022.

Attachments:

1. November 2022 Summary of Disbursements
2. Account Codes for Reference
3. Object Codes for Reference
4. November 2022 Disbursement Detail

8.b. Approval of a Budget Amendment in the Amount of \$19,079 for Mead & Hunt Construction Administration Services Agreement.

Recommended Action: Approve a Budget Amendment in the Amount of \$19,076 for Mead & Hunt Construction Administration Services Agreement.

Attachments:

1. Contract Amendment Request

8.c. Adoption of Resolution Approving Amendment to Standard Agreement 20-CDBG-CV2-3-00081 to Transfer Funds from Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase; and Approve Corresponding Budget Amendments if Standard Agreement Amendments are Approved by the California Department of Housing and Community Development (HCD).

Recommended Action: Adopt the resolution approving an amendment to Standard Agreement 20-CDBG-CV2-3-00081 to transfer funds from Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase; and approve corresponding budget amendments if the standard agreement amendments are approved by California Department of Housing and Community Development (HCD).

Attachments:

1. Resolution- Amendment to 20-CDBG-CV2-3-00081

8.d. Consideration of Approval of Scope of Work for Advance Planning Environmental Subconsultant Rincon to Prepare an Updated Demolition Ordinance; Approval of Contract Amendment with Mintier Harnish; and Approval of Corresponding Budget Amendment.

Recommended Action: Approve scope of work for Rincon to prepare an updated demolition ordinance, approve a contract amendment with Mintier Harnish, and approve a corresponding budget amendment.

Attachments:

1. Demolition Ordinance Update Proposal_Rincon
2. C #1819190 draft amendment 4

8.e. Approval of Notice of Completion for Wipf Construction for the Trench Work at the Ukiah Valley Conference Center, Specification 22-08, and Direct the City Clerk to File the Notice of Completion with the County Recorder.

Recommended Action: Approve the Notice of Completion for Wipf Construction LLC for the Trench Work at the Ukiah Valley Conference Center, and direct the City Clerk to file the notice with the County Recorder.

Attachments:

1. Spec 22-08 Trench Work at the UVCC
2. Bid Results - Trench Work at the UVCC
3. Notice of Completion Spec 22-08

- 8.f. Approval of a Budget Amendment in the Amount of \$77,000 to Cover Ice Rink Personnel Costs which were Inadvertently Omitted During the Budget Process.

Recommended Action: Approve budget amendment of \$77,000.00 for Ice Rink Personnel Costs.

Attachments: None

- 8.g. Approval of Budget Amendment in the Amount of \$437,676.65 for Specification 19-01 Dora Utility Improvement Project.

Recommended Action: Approve budget amendment in the amount of \$437,676.65 for Spec 19-01 Dora Utility Improvement Project.

Attachments: None

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda that is within the subject matter jurisdiction of the City Council, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

10. COUNCIL REPORTS

11. CITY MANAGER/CITY CLERK REPORTS

12. PUBLIC HEARINGS (6:15 PM)

13. UNFINISHED BUSINESS

- 13.a. Consider Adoption of Resolution Adopting a 2023 Advocacy Platform to Serve as Guidelines for Local, State, and Federal Legislative Matters.

Recommended Action: Adopt resolution adopting a 2023 Advocacy Platform to serve as guidelines for local, state, and federal legislative, administrative, regulatory and court matters.

Attachments:

1. Advocacy Platform_2023_redlined
2. Advocacy Platform and Resolution_2023_clean
3. 2023 League of CA Cities Priorities

14. NEW BUSINESS

- 14.a. Adoption of Resolution Extending the Terms of Three Members of the Planning Commission Until Seats are Filled Through the Appointment Process.

Recommended Action: Adopt the resolution extending the terms of three members of the Planning Commission until seats are filled through the appointment process.

Attachments:

1. Resolution - Planning Commission

- 14.b. Review and Consider the Fiscal Year 2023-24 Budget Development Schedule.

Recommended Action: Receive and consider the City's operating and capital budget development and adoption schedule for the 2023-24 fiscal year.

Attachments:

1. Budget Schedule 2023-24

- 14.c. Discussion and Possible Action Regarding the Cancellation of the January 18, 2023, Regular City Council Meeting, and the Scheduling of a Special City Council Meeting on January 11, 2023, or Alternate Date if Desired.

Recommended Action: Approve the cancellation of the January 18, 2023, Regular City Council Meeting, and the scheduling of a Special City Council Meeting to be held on January 11, 2023.

Attachments: None

- 14.d. Receive Updates on City Council Committee and Ad Hoc Assignments, and Initiate Review of the 2023 Council Assignments List.

Recommended Action: 1) Receive report(s); 2) Initiate review of the 2023 Special Assignments, which will be finalized at the January 2023 Council Meeting.

Attachments:

1. Draft 2023 City Council Special Assignments

15. CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING

- 15.a. **Conference with Legal Counsel – Anticipated Litigation**

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (2 cases)

- 15.b. **Conference with Legal Counsel – Anticipated Litigation**

(Government Code Section 54956.9(d)(2) or (3))

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 case))

- 15.c. **Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9(d)(1))

Name of case: Roofing & Solar Construction, Inc. v. City of Ukiah et al., Mendocino County Superior Court Case No. 22CV00048

- 15.d. **Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCU-K-CVPT-2018-70200

- 15.e. **Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9(d)(1))

Name of case: Russian River Keepers et al. v. City of Ukiah, Case No. SCU-K-CVPT-20-74612

- 15.f. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-190-11

Negotiator: Sage Sangiacomo, City Manager

Negotiating Parties: Dave Hull

Under Negotiation: Price & Terms of Payment

Recommended Action: None

Attachments: None

- 15.g. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 003-260-01, 003-500-14

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Eric Crane and Francine Selim

Under Negotiation: Price & Terms of Payment

- 15.h. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
- 15.i. **Public Employee Performance Evaluation**
(Government Code Section 54956
Title: City Manager

16. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk
Dated: 12/16/22



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Approving Amendment to Standard Agreement 20-CDBG-CV2-3-00081 to Transfer Funds from Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase; and Approve Corresponding Budget Amendments if Standard Agreement Amendments are Approved by the California Department of Housing and Community Development (HCD).

DEPARTMENT: Community Development

PREPARED BY: Jim Robbins, Grants Manager

PRESENTER: Craig Schlatter, Community Development Director

ATTACHMENTS:

1. Resolution- Amendment to 20-CDBG-CV2-3-00081

Summary: Council will consider adopting a resolution approving an amendment to Standard Agreement 20-CDBG-CV2-3-00081 to transfer funds from Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase; and approve corresponding budget amendments if the standard agreement amendments are approved by California Department of Housing and Community Development (HCD).

Background: On September 16, 2020, through adoption of Resolution No. 2020-53, Council approved an application to be submitted to the California Department of Housing and Community Development (HCD) in response to the State Community Development Block Grant Coronavirus Relief Round 1 (CDBG-CV1) Notice of Funding Availability. The project was to purchase and install a permanent generator for the Ukiah Valley Conference Center. HCD awarded \$92,954 for the Activity and \$15,803 for General Administration and assigned standard agreement No. 20-CDBG-CV1-00004. On February 3, 2021, through adoption of Resolution No. 2021-03, Council approved an application submitted to HCD for CDBG-CV2-3 (rounds 2 and 3) funding for the generator project. Through adoption of Resolution No. 2021-04, Council approved an amendment to 20-CDBG-CV1-00004 to add the additional CV2-3 funds to the same project.

At the time the CDBG-CV1 and CDBG-CV2-3 applications were submitted, no funding had been identified for the generator installation at the Ukiah Valley Conference Center. Because of the delay of execution of standard agreements by HCD of nearly a year and a half, the City continued seeking other funding and was able to secure assistance from PG&E. The unexpected project assistance from PG&E eliminated the need for the second awarded CDBG-CV2-3 grant for the public facility improvement project, #20-CDBG-CV2-3-00081. However, the Ukiah Valley Fire Authority Ambulance Purchase is in need of additional grant funds, and can make good use of the \$31,100 in project CV2-3-00081. Staff is working with the Department of Housing and Community Development (HCD) to transfer funding from project 00081 to 00097. At the time of preparation of this Staff Report, HCD had not yet made a decision on the City's transfer request.

Discussion: Staff recommends that Council adopt the resolution in Attachment 1 approving an amendment to Standard Agreement 20-CDBG-CV2-3-00081 to transfer funds from Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase. Staff also requests that Council approve corresponding budget amendments if the standard agreement transfer amendments are approved by HCD. The budget amendments will involve simply reducing the budget in fund 730 (Conference Center) to fund 710 (Ambulance).

Recommended Action: Adopt the resolution approving an amendment to Standard Agreement 20-CDBG-CV2-3-00081 to transfer funds from Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase; and approve corresponding budget amendments if the standard agreement amendments are approved by California Department of Housing and Community Development (HCD).

BUDGET AMENDMENT REQUIRED: Yes (If approved by the state.)

CURRENT BUDGET AMOUNT: 73000000.91611.18268: \$27,891; 73022600.80100.18268: \$27,891; 7100000.91611.18268: \$0; 71021100.80100.18268: \$0

PROPOSED BUDGET AMOUNT: 73000000.91611.18268: \$0; 73022600.80100.18268: \$0; 7100000.91611.18268: \$27,891 ; 71021100.80100.18268: \$27,891

FINANCING SOURCE: CDBG

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH:

DIVERSITY-EQUITY INITIATIVES (DEI): n/a

CLIMATE INITIATIVES (CI): n/a

Approved: 
Sage Sangiacomo, City Manager

ATTACHMENT 1

RESOLUTION NO. 2022-__

A RESOLUTION APPROVING AN AMENDMENT TO STANDARD AGREEMENT 20-CDBG-CV2-3-00081 TO TRANSFER FUNDS FROM PUBLIC FACILITY IMPROVEMENT PROJECT FOR SURGE CAPACITY TO STANDARD AGREEMENT 20-CDBG-CV2-3-00097 UKIAH VALLEY FIRE AUTHORITY AMBULANCE PURCHASE

BE IT RESOLVED by the **City Council** of the **City of Ukiah** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California ("State") of a request to transfer funds in Standard Agreement 20-CDBG-CV2-3-00081 from the Public Facility Improvement Project for Surge Capacity to Standard Agreement 20-CDBG-CV2-3-00097 Ukiah Valley Fire Authority Ambulance Purchase.

Current 20-CDBG-CV2-3-00081 Activities

Public Facility Improvement Project- Permanent Generator	\$ 27,891
General Administration	\$ 3,209

Amount of Funds to be transferred to 20-CDBG-CV2-3-00097 Ambulance Purchase

Public Facility Improvement Project- Permanent Generator	\$ 27,891
General Administration- Permanent Generator	\$ 3,209

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG Business Assistance application and its 2021 CDBG Housing Rehabilitation Program application and acknowledges no Program Income is authorized or approved for the 20-CDBG-CV2-3-00081 or 20-CDBG-CV2-3-0097 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s) for the 20-CDBG-CV2-3-00081 and 20-CDBG-CV2-3-0097 activities described in Section 1 above.

SECTION 4:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager is authorized to enter into, execute and deliver an amendment to the Standard Agreement(s) and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 4:

If an amendment is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on December 21, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mari Rodin, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 21st day of December, 2022.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: _____



CITY OF UKIAH

Unique Entity ID XDFQWV9AP529	CAGE / NCAGE 1WGX8	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Feb 2, 2024	
Physical Address 300 Seminary AVE Ukiah, California 95482-5400 United States	Mailing Address 300 Seminary AVE Ukiah, California 95482-5400 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 02	State / Country of Incorporation (blank) / (blank)	URL (blank)

Registration Dates

Activation Date Feb 7, 2023	Submission Date Feb 2, 2023	Initial Registration Date Dec 11, 2001
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Mar 8, 1976	Fiscal Year End Close Date Jun 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
City

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 1WGX8

Points of Contact

Electronic Business

 GREG Owen	300 Seminary AVE Ukiah, California 95482 United States
DAn buffalo	300 Seminary AVE Ukiah, California 95482 United States

Government Business

 Traci Boyl	300 Seminary AVE Ukiah, California 95482 United States
Jim Robbins	300 Seminary AVE Ukiah, California 95482 United States

Past Performance

 Robert Ramseier	300 Seminary AVE Ukiah, California 95482 United States
Douglas Hutchison	300 Seminary AVE Ukiah, California 95482 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
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Disaster Response

This entity does not appear in the disaster response registry.

ORDER CONFIRMATION



H-GAC Cooperative Purchasing Program

ORDER CONFIRMATION NUMBER: CC21-02210

ENTITY ISSUING PURCHASE ORDER		H-GAC CONTRACTOR RECEIVING PURCHASE ORDER	
Name of End User:	City of Ukiah (CA)	Name of H-GAC Contractor:	Braun Northwest, Inc.
End User's ILC No.:	- 849 , Legacy ID: 08-1913	Contractor's I.D. No.:	17
Purchase Order No.:	47438-00	Mailing Address:	150 North Star Drive
Delivery Contact:	Douglas Hutchison	City, State, ZIP Code:	Chehalis, Washington , 98532
Email:	dhutchison@cityofukiah.com	Sales Contact:	Tami McCallum
Voice:	707-463-6263	Email:	tamimccallum@braunnorthwest.com
FAX:		Voice:	800-245-6303, ext. 1014
Delivery Address:	1320 Airport Road Ukiah, CA 95482	FAX:	
Delivery Date:	06/23/2022	Finance Vendor Number:	0810

INSTRUCTIONS: This order confirmation issued by the H-GAC Cooperative Purchasing Program indicates the End User and the Contractor listed above have valid contracts with H-GAC for the specified procurement and product numbers stated herein. Upon receipt of this document, the Contractor is authorized to proceed with the End User's purchase and delivery in accordance with any requirements contained in the purchase order and/or attached documents. Any subsequent changes to the End User's purchase order will also require submission of change order documents to H-GAC and to the Contractor.

Contract No.	Product No.	Product Description	U/M	QTY	UNIT PRICE	Purchase Amount
AM10-20	CA01	North Star-Type I Ford F350 4x4 Diesel Engine 147"L x 94"W x 72" HR	Each	2.00	\$192,205.00	\$384,410.00
HGAC Processing Fee:						\$1,000.00
Adjustments:						\$-3,000.00

Date Processed:

09/21/2021

Loleta Chappel

AUTHORIZED H-GAC SIGNATURE

GRAND TOTAL:

\$382,410.00



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Traffic Signal Preemption Equipment	
Defibrillators	
Chest Compression System	
Radio Communication	
Ambulance Remounts	
Fire Service Apparatus	
Fleet Services Equipment (Vehicle Lifts, Wash Systems, Tire & Lubrication Service)	

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NATIONWIDE GOVERNMENT COOPERATIVE PURCHASING PROGRAM

EXHIBIT A
COU No. 1718098

AGREEMENT FOR SHARED MANAGEMENT OF FIRE DEPARTMENTS

THIS AGREEMENT becomes effective on July 1, 2017 ("Effective Date") in Ukiah, California, between the City of Ukiah, a general law municipal corporation ("City") and the Ukiah Valley Fire Protection District, a California fire protection district formed pursuant to Health and Safety Code Sections 13800 et seq. ("District"), (collectively the "Parties" and individually "Party"), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California.

WITNESSETH:

WHEREAS, the Parties are each empowered by law to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities to provide fire, medical, and other emergency services; and

WHEREAS, the Parties desire to maximize use of the existing resources, create cost containment opportunities, reduce duplication, maintain local control and continue to deliver fire, medical, and other emergency services at a high level of service; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Parties are authorized to jointly exercise their powers pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California.

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as Follows:

Section 1. Purpose

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the "Act," to permit the joint exercise of certain powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating fire, medical, and other emergency services to said Parties. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. The Parties may use the designation "Ukiah Valley Fire Authority" to identify the provision of the services provided under this Agreement, including on equipment, uniforms, buildings, letterhead, phone and other directories; provided, however, that the use of such designation shall not be deemed to create a separate legal entity or to change the liability of the Parties or change the contractual obligations of the Parties under this or any other agreements. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

The legislative bodies of the Parties shall jointly meet a minimum of twice a year to review the activities and operation of this Agreement including a joint review of the annual budget development and a mid-fiscal year review. The Parties may call for additional joint meetings, as may be needed from time to time.

Section 2. Service Level

The Parties shall jointly coordinate an emergency response system inclusive of emergency medical response (EMS), structural firefighting, wildland firefighting, public education, hazardous material response, disaster response, rescue, fire prevention inspections, fire investigations and related public safety, managerial and administrative services, to the extent and in the manner consistent with this Agreement and approved annual budgets.

Section 3. Term

This Agreement shall become effective as of July 1, 2017 and shall be binding upon all parties hereto, and shall

thereafter continue in full force and effect until such time as the Parties agree to terminate the Agreement, in the manner set forth in Section 9 or 10.

Section 4. Fire Executive Committee

- A. The Parties hereby agree that the duties set forth in Section 5 of this Agreement shall be conducted by an administrative entity to be known as the "Fire Executive Committee" whose membership shall consist of two appointees from each Party's legislative bodies.
- B. Meeting of the Fire Executive Committee
1. Regular Meetings of the Fire Executive Committee.
The Fire Executive Committee shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Fire Executive Committee may call special meetings, as may be needed from time to time.
 2. The entire Fire Executive Committee shall constitute a quorum for the transaction of business. A majority vote of the members of the Fire Executive Committee is required to take action, although a lesser number of the Fire Executive Committee may adjourn for lack of a quorum.
 3. The Fire Executive Committee shall comply with the Brown Act.
 4. For those duties of Fire Executive Committee requiring collaboration, the term "collaboration", "collaborate," or "collaborative" shall mean the meaningful and timely process of the members each seeking, discussing, and considering carefully the information and views of each Party in a manner that is cognizant of all Parties' values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the members shall be conducted in a way that is mutually respectful of each Party's discretionary authority. If agreement cannot reasonably be reached among the members with respect to any particular, necessary action concerning matters within the discretionary authority of a particular Party to this Agreement, then the Party with discretionary authority shall take the action it determines appropriate in the exercise of its discretion.

Section 5. Powers and Duties of the Fire Executive Committee

A. Common Powers

The Parties shall retain the legislative authority to exercise their common powers for the purposes of this Agreement. The Parties do not intend the Fire Executive Committee to be a legal entity, separate and apart from the Parties. The Fire Executive Committee is not a joint powers agency or authority, partnership, joint venture, or joint enterprise of any kind.

B. Duties

The Fire Executive Committee shall take any and all actions within its authority as specified in this Agreement necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:

1. Jointly develop and recommend to their respective legislative bodies an annual budget and cost apportionment plan for each of the Parties to participate in the cooperative efforts contemplated by this Agreement; and
2. Collaborate to ensure the cost for services are equitably shared among those receiving and/or benefiting from the services provided for under this Agreement; and
3. Collaborate with the employing Party regarding the appointment of the Fire Chief, who shall be responsible for coordinating and overseeing the cooperative efforts of the Parties in providing fire, medical and other emergency services in each jurisdiction, in a manner consistent with this Agreement; and
4. Collaborate to determine recommended service levels, facilities, apparatus, equipment and personnel in furtherance of each Party's participation in the cooperative efforts contemplated by this Agreement; and
5. Collaborate to identify and recommend comprehensive approaches for shared fire, medical, and other emergency services between the Parties including, but not limited to governance, personnel, apparatus, equipment and facilities; and
6. Collaborate to identify and recommend fire and emergency medical service policies, ordinances, and fees consistent with the cooperative efforts contemplated by this Agreement.

Section 6. Key Management Services

The services identified below ("Key Management Personnel/Services") shall be subject to this Agreement:

A. Fire Chief

1. The Fire Chief shall provide general administration and oversight of the City and District Fire Departments, all in accordance with the requirements and expectations of this Agreement, statutory law, local ordinances, applicable City and District rules and regulations and the customary duties of a Fire Chief.
2. The Fire Executive Committee identified in Section 4 of this agreement shall provide advisory support to the Fire Chief. The Fire Chief shall coordinate and cooperate with each Party regarding the performance of services within their respective jurisdiction. Each Party shall provide direction to the Fire Chief regarding services or any desired special projects to be performed for each Party. The Fire Executive Committee shall collaborate regarding directions from their respective Parties, for the purpose of avoiding conflicting guidance or creating conflicts relating to priority of services.

B. Financial and General Services

1. The City agrees to provide financial and general services to the District for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as may be deemed necessary by the District.
2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless otherwise directed by the District in writing. The District shall be responsible for and for understanding the financial and other activities and information performed or related to the services provided by the City to the District under this Agreement. The City is not performing these services as the District's agent but as a service provider and the parties agree that the City does not assume a fiduciary duty to the District in the performance of these financial and general services.
3. The District shall compensate the City for Financial and General Services as approved in the annual Cost Apportionment Plan.

Section 7. Budget and Cost Apportionment Plan

- A. The Parties, in adopting their annual budgets, will determine the specific expenditures and costs to be shared among the Parties (the "Cost Apportionment Plan"). The Cost Apportionment Plan shall be developed by the Fire Executive Committee and recommended for approval by the Parties. Payment and credits under the Cost Apportionment Plan shall be based on actual expenditures.
- B. The Fire Executive Committee has the authority to fully implement the approved Budget and Cost Apportionment Plan. The Fire Chief, with the approval of Fire Executive Committee, may recommend expenditures and transfers or adjustments of amounts authorized by the Cost Apportionment Plan. However, neither the Fire Chief nor Fire Executive Committee may exceed the personnel staffing authorized except for temporary, strike team or emergency positions, either in number, position classification, or salary. In addition, neither the Fire Chief nor Fire Executive Committee may increase the total amount of the approved expenditure budget without the approval of the legislative body of each Party.

Section 8. Services to Other Agencies

The Fire Executive Committee, through this Agreement may recommend that the Parties provide fire, medical, and/or other emergency services to other agencies that are not already a party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties. The charges for such services shall be determined in accordance with the authority of the Parties under the provisions of Government Code section 55631, et seq.

Section 9. Withdrawal; Termination

A Party may withdraw as a party to this Agreement without penalty upon a minimum of 18 months notice with a

July 1st effective date unless otherwise agreed to by both Parties. Such withdrawing Party shall perform all obligations under this Agreement until the noticed July 1 date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations arising prior to the July 1 withdrawal date,

Section 10. Dissolution

The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the parties unanimously agree to terminate the Agreement. If the Parties have accumulated any assets relating to the shared management of fire, medical, and other emergency services prior to termination, such assets shall be distributed among the Parties per their respective contributions, unless the Parties may otherwise agree.

Section 11. Amendment to Agreement

The Fire Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Fire Executive Committee shall forward the proposed amendment with its recommendation to the legislative body of each party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to Fire Executive Committee if the party concurs with the amendment. This Section 11 shall not prevent the Parties from adopting an amendment to this agreement that is not recommended by the Fire Executive Committee.

Section 12. Additional Parties to the Agreement

Agencies, as defined in the Act, which are not parties hereto, may become Parties hereto only by amendment to this Agreement and upon approval of all the Parties to this Agreement.

Section 13. Notices

Whenever notice or other communication is permitted or required by this agreement, it shall be deemed given when personally delivered or when received, if delivered by overnight courier or email, if receipt is acknowledged in writing, or 48 hours after it is deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

To City: City of Ukiah
 300 Seminary Ave.
 Ukiah, CA 95482
 Email:
 Attention: Mayor and City Manager

To District: Ukiah Valley Fire District
 1500 South State Street
 Ukiah, CA 95482
 Email:
 Attention: Board Chair

A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

Section 14. Severability

Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 15. Hold Harmless and Indemnity

Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or

agents.

Each party hereby agrees to defend itself from any claim, action or proceeding by third parties arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.

As required by Section 17 herein, the Parties are responsible to provide workers compensation insurance for injuries sustained in the normal course and scope of their respective employees' performance of services. The Parties waive any right of subrogation against each other for any and all losses sustained by the Parties, subject to such workers compensation coverage. The Parties further acknowledge that the so-called "firefighter's rule" regarding primary assumption of risk generally prevents public safety officers employed by one agency, or their agency itself, from being exposed to liability for injuries suffered by public safety officers employed by another agency in the line of duty. To the extent any such claims of liability or actions are brought by any employee(s) of one Party against another Party to this Agreement, or such other Party sustains any losses thereby, the Party employing such claimant(s) shall indemnify the other Party for any such claims, actions, or losses.

For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers.

Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

Section 16. Legal Representation and Advice

In the course of providing fire and emergency services in accordance with this Agreement, each Party shall seek legal counsel regarding legal matters or issues from their respective counsel. In the event that a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation, and the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties.

Section 17. Insurance

Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency such as the Redwood Empire Municipal Insurance Fund with limits as shown.

A. Workers' Compensation:

A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

B. Comprehensive General and Automobile Liability Insurance:

This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

Additional Named Insured:

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

C. Policies Primary and non-Contributory:

All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

Section 18. Mediation

Should any dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the Parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by an agreed-upon service or parties themselves. The mediator shall be selected by a "blindfolded" process. The cost of mediation shall be borne equally by the Parties. No Party shall be deemed the prevailing party. No Party shall be permitted to file a legal action without first meeting in mediation in making a good-faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall not last more than 60 days, unless the 60 day period is extended in writing by the Parties.

Section 19. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 20. Successors

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 21. Warranty of Legal Authority

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

Section 22. Assignment/Delegation

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Section 23. No Third-Party Beneficiary

This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

Section 24. Governing Law

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

Section 25. Agreement Controlling

In the event of a conflict between the provisions of the text of this Agreement, the provisions of the text shall prevail.

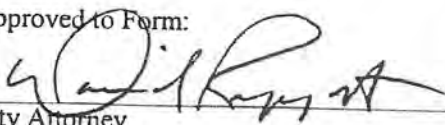
Section 26. Entire Agreement

This document is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original.

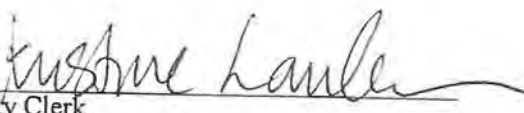
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

CITY OF UKIAH

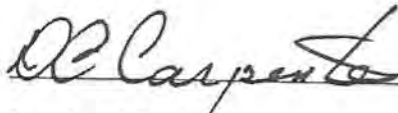
By: 
Its: Mayor

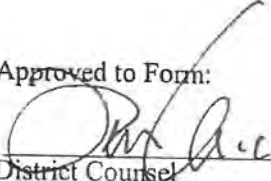
Approved to Form:

City Attorney

Attest:

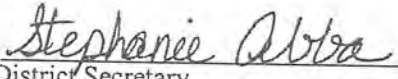

City Clerk

UKIAH VALLEY FIRE DISTRICT

By: 
Its: Board President

Approved to Form:

District Counsel

Attest:


District Secretary



**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Purchase of Ambulance for Ukiah Valley Fire Authority

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity): N/A – same as RE

State/Local Identifier: CA/Region IX

Preparer: Jesse Davis, Chief Planning Manager

Certifying Officer Name and Title: Craig Schlatter, Director of Community Development

Consultant (if applicable): N/A

Project Location: Ukiah Valley – areas located within and outside the incorporated areas of the City of Ukiah, Ukiah, CA 95482

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

The City of Ukiah proposes utilizing \$141,648 in CDBG-CV2/CV3 funds for the purchase of an ambulance for the Ukiah Valley Fire Authority. The new ambulance would be part of the fleet of ambulances (equipment) operated by the Emergency Medical Services Division of the Ukiah Valley Fire Authority. The ambulance would provide ambulance and emergency medical services in the City of Ukiah and Ukiah Valley.

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

☒ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): (3) Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.

Project Name

Project Locality and State

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG-CV2/CV3	\$172,748

Estimated Total HUD Funded Amount: \$172,748

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$141,648

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No ☐ ☒	Purchase of the ambulance does not involve activities within airport runway clear zones and accident potential zones. No additional formal compliance or mitigation is required.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	There are no coastal barrier resources in the State of California. No additional formal compliance or mitigation is required
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No ☐ ☒	Purchase of the ambulance does not involve activities within special flood hazard areas or areas prone to flooding. No additional formal compliance or mitigation is required.

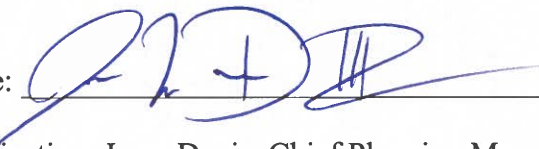
Project Name

Project Locality and State

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

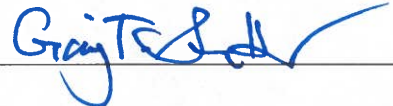
Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	None needed.

Preparer Signature:  Date: 01/26/2023

Name/Title/Organization: Jesse Davis, Chief Planning Manager

Responsible Entity Agency Official Signature:

 Date: 01/27/2023

Name/Title: Craig Schlatter, Director of Community Development

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



AMBULANCE PURCHASE FOR UKIAH VALLEY FIRE AUTHORITY DOCUMENTATION OF SERVICE AREA

The Ukiah Valley Fire Authority (UVFA) provides ambulance services throughout the service area in the attached map. Although this service territory is not a majority Low and Moderate Income area (LMA), UVFA Fire Chief Douglas Hutchison reports that insurance records demonstrate the majority of ambulance transports are primarily Low and Moderate Income persons. For example, the Chief reports 79% of patients are insured through Medicare or Medi-CAL (Medicaid).

In email correspondence with CDBG Housing and Community Specialist II Felicity Gasser on February 23, 2021 (Attachment 1), Ms. Gasser indicated that documentation of insurance records for the UVFA ambulance service would be sufficient to demonstrate LMA for the ambulance service area. Ms. Gasser also stated the City should submit a map of the ambulance service area.

In accordance with this request, a letter from Chief Hutchison (Attachment 2) and map of the UVFA ambulance service territory (green shaded areas of Attachment 3) are attached. The Chief estimates the service territory to serve a population of approximately 34,000.

Attachment 1

Craig Schlatter

From: Craig Schlatter
Sent: Tuesday, February 23, 2021 12:50 PM
To: Gasser, Felicity@HCD
Subject: RE: question about CDBG alternative data LMA justification (CDBG-CV2/3)

Thank you for your email, Felicity. We will proceed as you have outlined.

Thanks also for getting back to me so quickly. Much appreciated, especially as I know how busy you all are!

Craig

From: Gasser, Felicity@HCD [mailto:Felicity.Gasser@hcd.ca.gov]
Sent: Tuesday, February 23, 2021 11:58 AM
To: Craig Schlatter <cschlatter@cityofukiah.com>
Subject: RE: question about CDBG alternative data LMA justification (CDBG-CV2/3)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Documentation of those insurance records for your ambulance service will be sufficient to demonstrate LMA for your ambulance service area. This could be in the form of a letter from your Fire Chief. If he/she can provide a report that lists the insurance reporting to accompany that letter, that would be even better. In addition to this, please submit a map of the service area for your ambulance service.

You may wish to include this email in what you submit as documentation of the direction provided to you by HCD staff, so that it is clear to application reviewers that what you submitted to HCD was at the recommendation from our team.

Thanks,
Felicity



Felicity Gasser

Housing and Community Development Specialist II - Federal Programs
Division of Financial Assistance
Housing & Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833
Cell Phone: 707.393.9189
Pronouns: she/her



From: Craig Schlatter <cschlatter@cityofukiah.com>
Sent: Monday, February 22, 2021 3:49 PM
To: Gasser, Felicity@HCD <Felicity.Gasser@hcd.ca.gov>
Subject: question about CDBG alternative data LMA justification (CDBG-CV2/3)

Hi Felicity,

I've been working with Jessica on a question related to proving area benefit for the possible purchase of a new ambulance with CDBG CV2/3 funds. The area the ambulance serves is not majority LMI. However, we do have local data that the number of people who use ambulance services are majority LMI.

My question is this- what type of data are you looking for to prove income eligibility for this activity? I have received the following recent data from our Fire Chief (the Fire Authority operates the EMS services in our region): of the 81 billed transports since March 2020 (when we reestablished billing) 56 (69%) are Medicare or Medi-Cal, 8 (10%) are commercial insurance, 8 (10%) are private pay- no insurance, 4 (5%) are V.A., and 4 are under review.

Is this information adequate for proving this activity is eligible? If not, what is HCD looking for?

If it's easier to hop on a phone call to discuss, I am around this week- just let me know.

Thanks,
Craig



Craig Schlatter, Director

Department of Community Development

300 Seminary Ave. Ukiah, CA 95482

P: (707) 463-6219 F: (707) 463-6204

www.cityofukiah.com/community-development [\[cityofukiah.com\]](http://cityofukiah.com)



Participate in the City's 2040 General Plan Update! Visit <http://Ukiah2040.com> [\[ukiah2040.com\]](http://ukiah2040.com)



UKIAH VALLEY FIRE AUTHORITY

1500 SOUTH STATE STREET
UKIAH, CA 95482-6709

Phone: (707)462-7921 ♦ Fax: (707)462-2938 ♦ Email: uvfd@sonic.net

11 March 2021

To Whom It May Concern:

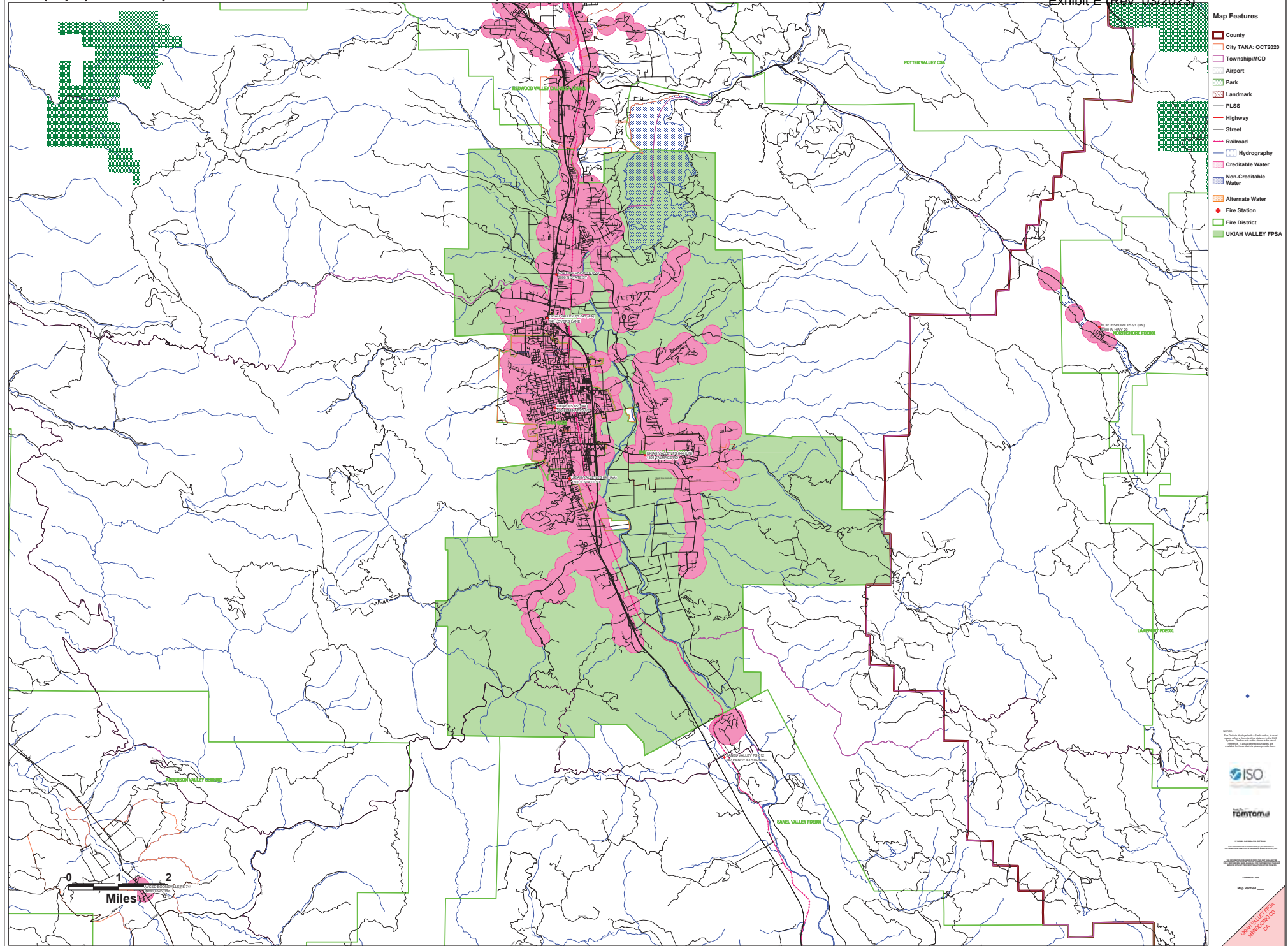
This letter is in regards to those who utilize the Ukiah Valley Fire Authority's Ambulance Service.

Per our billing records from Systems Designs Inc., those we serve have the following breakdown of insurance coverage; 54% are Medicare, 25% are Medi-CAL (Medicaid), 8% are commercial insurance, and 13% are self-pay (no insurance). Thus you can see that fully 79% of our patients qualify for low income status. Those in the self-pay category, are likely in the low-moderate income range with too much income to qualify for government subsidized assistance, but not enough to afford commercial insurance.

Doug Hutchison

Fire Chief/EMT-P

PPC(tm) Update Baseplot For: UKIAH VALLEY FPSA - MENDOCINO CO, CA



Appendix A: CDBG-CV2 and 3 Allocations and LMA %

Column1	CV1 Revision	CV2	CV3	Total
Toal Award	\$ 19,331,744.00	\$ 113,263,490.00	\$ 18,031,478.00	\$ 150,626,712.00
Entitlement	\$ -	\$ 50,968,571.00	\$ -	\$ 50,968,571.00
State Operations	\$ 1,353,222.00	\$ 7,928,444.00	\$ 1,262,203.00	\$ 10,543,869.00
Local Assistance	\$ 17,978,522.00	\$ 54,366,475.00	\$ 16,769,275.00	\$ 89,114,272.00
Requested	\$ 12,143,754.00	\$ -	\$ -	\$ 12,143,754.00
Colonias Set Aside	\$ 898,926.00	\$ 2,718,324.00	\$ 838,464.00	\$ 4,455,714.00
Federal Tribes Set-Aside	\$ -	\$ 2,718,324.00	\$ -	\$ 2,718,324.00
Non-Federal Tribes Set-Aside	\$ 224,732.00	\$ 679,581.00	\$ 209,616.00	\$ 1,113,929.00
Total for Allocation		\$ 48,250,247.00	\$ 15,721,195.00	\$ 63,971,442.00

Jurisdiction	CV1 Rmdr	CV2	CV3	Total	UGLG LMI	Housing Element
Alpine County	\$ 49,430.00	\$ 156,142.00	\$ 50,875.00	\$ 256,447.00	39.82%	Currently Ineligible
Alturas	\$ -	\$ 182,071.00	\$ 59,323.00	\$ 241,394.00	48.47%	Eligible
Amador City	\$ 47,821.00	\$ 151,057.00	\$ 49,218.00	\$ 248,096.00	46.67%	Currently Ineligible
Amador County	\$ 97,715.00	\$ 308,667.00	\$ 100,572.00	\$ 506,954.00	38.76%	Eligible
American Canyon	\$ 85,483.00	\$ 270,027.00	\$ 87,982.00	\$ 443,492.00	33.80%	Eligible
Anderson	\$ -	\$ 238,505.00	\$ 77,711.00	\$ 316,216.00	61.16%	Eligible
Angels	\$ -	\$ 186,647.00	\$ 60,814.00	\$ 247,461.00	43.94%	Eligible
Arcata	\$ -	\$ 405,266.00	\$ 132,046.00	\$ 537,312.00	67.47%	Eligible
Artesia	\$ -	\$ 312,226.00	\$ 101,731.00	\$ 413,957.00	53.95%	Eligible
Arvin	\$ -	\$ 318,835.00	\$ 103,885.00	\$ 422,720.00	66.80%	Eligible
Atwater	\$ 115,259.00	\$ 364,084.00	\$ 118,628.00	\$ 597,971.00	49.81%	Eligible
Auburn	\$ 87,254.00	\$ 275,620.00	\$ 89,804.00	\$ 452,678.00	43.22%	Eligible
Avenal	\$ -	\$ 240,539.00	\$ 78,374.00	\$ 318,913.00	74.18%	Eligible
Benicia	\$ 10,327.00	\$ 325,445.00	\$ 106,038.00	\$ 441,810.00	23.60%	Eligible
Biggs	\$ 51,362.00	\$ 162,243.00	\$ 52,863.00	\$ 266,468.00	58.07%	Eligible
Bishop	\$ -	\$ 192,239.00	\$ 62,637.00	\$ 254,876.00	49.67%	Eligible
Blue Lake	\$ 49,591.00	\$ 156,650.00	\$ 51,041.00	\$ 257,282.00	39.69%	Currently Ineligible
Brawley	\$ -	\$ 347,815.00	\$ 113,327.00	\$ 461,142.00	52.15%	Eligible

Butte County	\$	-	\$	768,276.00	\$	250,325.00	\$	1,018,601.00	45.99%	Eligible
Calaveras County	\$	-	\$	475,428.00	\$	154,907.00	\$	630,335.00	41.57%	Eligible
Calexico	\$	-	\$	469,327.00	\$	152,919.00	\$	622,246.00	51.68%	Eligible
Calimesa	\$	64,560.00	\$	203,933.00	\$	66,447.00	\$	334,940.00	38.19%	Eligible
Calipatria	\$	-	\$	176,987.00	\$	57,667.00	\$	234,654.00	57.63%	Eligible
Calistoga	\$	-	\$	195,798.00	\$	63,796.00	\$	259,594.00	54.19%	Eligible
Capitola	\$	-	\$	241,556.00	\$	78,705.00	\$	320,261.00	52.78%	Eligible
Carmel-by-the-Sea	\$	59,570.00	\$	188,172.00	\$	61,311.00	\$	309,053.00	28.46%	Eligible
Chowchilla	\$	-	\$	253,758.00	\$	82,681.00	\$	336,439.00	61.49%	Eligible
Clearlake	\$	-	\$	335,613.00	\$	109,351.00	\$	444,964.00	71.16%	Eligible
Coalinga	\$	-	\$	236,980.00	\$	77,214.00	\$	314,194.00	40.56%	Eligible
Colfax	\$	-	\$	165,293.00	\$	53,857.00	\$	219,150.00	56.79%	Eligible
Colusa	\$	-	\$	197,323.00	\$	64,293.00	\$	261,616.00	47.70%	Eligible
Colusa County	\$	60,697.00	\$	191,731.00	\$	62,471.00	\$	314,899.00	38.92%	Eligible
Corcoran	\$	-	\$	261,892.00	\$	85,331.00	\$	347,223.00	67.17%	Eligible
Corning	\$	-	\$	212,576.00	\$	69,263.00	\$	281,839.00	66.47%	Eligible
Crescent City	\$	-	\$	185,630.00	\$	60,483.00	\$	246,113.00	62.71%	Eligible
Del Norte County	\$	-	\$	323,919.00	\$	10,541.00	\$	334,460.00	45.60%	Eligible
Dinuba	\$	-	\$	341,206.00	\$	111,174.00	\$	452,380.00	60.81%	Eligible
Dixon	\$	-	\$	265,451.00	\$	86,491.00	\$	351,942.00	38.99%	Eligible
Dorris	\$	-	\$	152,583.00	\$	49,715.00	\$	202,298.00	72.58%	Eligible
Dos Palos	\$	60,214.00	\$	190,206.00	\$	61,974.00	\$	312,394.00	65.38%	Currently Ineligible
Dunsmuir	\$	-	\$	165,293.00	\$	53,857.00	\$	219,150.00	62.58%	Eligible
El Dorado County	\$	350,248.00	\$	1,106,374.00	\$	360,486.00	\$	1,817,108.00	34.73%	Eligible
Etna	\$	-	\$	154,108.00	\$	50,212.00	\$	204,320.00	68.57%	Eligible
Eureka	\$	-	\$	431,704.00	\$	140,660.00	\$	572,364.00	50.52%	Eligible
Exeter	\$	-	\$	224,778.00	\$	73,239.00	\$	298,017.00	54.96%	Eligible
Farmersville	\$	-	\$	225,795.00	\$	73,570.00	\$	299,365.00	59.18%	Eligible
Ferndale	\$	51,683.00	\$	163,259.00	\$	53,194.00	\$	268,136.00	34.69%	Eligible
Firebaugh	\$	-	\$	219,185.00	\$	71,416.00	\$	290,601.00	61.04%	Eligible
Fort Bragg	\$	-	\$	245,623.00	\$	80,030.00	\$	325,653.00	52.65%	Eligible
Fort Jones	\$	-	\$	158,684.00	\$	51,703.00	\$	210,387.00	47.96%	Eligible

Fortuna	\$	79,045.00	\$	249,690.00	\$	81,356.00	\$	410,091.00	49.51%	Eligible
Fowler	\$	58,926.00	\$	186,138.00	\$	60,649.00	\$	305,713.00	49.83%	Eligible
Glenn County	\$	-	\$	245,623.00	\$	80,030.00	\$	325,653.00	48.08%	Eligible
Grass Valley	\$	98,681.00	\$	311,717.00	\$	101,566.00	\$	511,964.00	65.31%	Eligible
Greenfield	\$	101,900.00	\$	321,886.00	\$	104,879.00	\$	528,665.00	64.77%	Eligible
Gridley	\$	67,296.00	\$	212,576.00	\$	69,263.00	\$	349,135.00	45.79%	Eligible
Grover Beach	\$	-	\$	278,670.00	\$	90,798.00	\$	369,468.00	53.61%	Eligible
Guadalupe	\$	-	\$	232,404.00	\$	75,723.00	\$	308,127.00	69.04%	Eligible
Gustine	\$	53,454.00	\$	168,852.00	\$	55,016.00	\$	277,322.00	46.42%	Eligible
Hidden Hills	\$	51,844.00	\$	163,768.00	\$	53,360.00	\$	268,972.00	18.33%	Eligible
Hollister	\$	-	\$	414,926.00	\$	135,194.00	\$	550,120.00	45.57%	Eligible
Holtville	\$	60,053.00	\$	189,697.00	\$	61,808.00	\$	311,558.00	59.48%	Eligible
Humboldt County	\$	-	\$	793,697.00	\$	258,607.00	\$	1,052,304.00	46.58%	Eligible
Huron	\$	-	\$	228,845.00	\$	74,564.00	\$	303,409.00	70.69%	Eligible
Imperial	\$	-	\$	210,034.00	\$	68,435.00	\$	278,469.00	20.91%	Eligible
Imperial County	\$	-	\$	400,182.00	\$	130,390.00	\$	530,572.00	48.54%	Eligible
Indian Wells	\$	64,560.00	\$	203,933.00	\$	66,447.00	\$	334,940.00	23.11%	Eligible
Industry	\$	47,627.00	\$	150,447.00	\$	49,020.00	\$	247,094.00	65.85%	Eligible
Inyo County	\$	-	\$	238,505.00	\$	77,711.00	\$	316,216.00	41.44%	Eligible
Ione	\$	-	\$	172,919.00	\$	56,342.00	\$	229,261.00	38.75%	Eligible
Jackson	\$	-	\$	200,882.00	\$	65,453.00	\$	266,335.00	49.71%	Eligible
King City	\$	-	\$	308,667.00	\$	100,572.00	\$	409,239.00	68.41%	Eligible
Kings County			\$	376,286.00	\$	122,604.00	\$	498,890.00	46.93%	Eligible
Lake County	\$	-	\$	556,775.00	\$	181,412.00	\$	738,187.00	51.44%	Eligible
Lakeport	\$	-	\$	182,071.00	\$	59,323.00	\$	241,394.00	41.50%	Eligible
Lassen County	\$	74,217.00	\$	234,438.00	\$	76,386.00	\$	385,041.00	38.47%	Eligible
Lemoore	\$	105,763.00	\$	334,088.00	\$	108,855.00	\$	548,706.00	41.05%	Eligible
Lincoln	\$	-	\$	467,802.00	\$	152,422.00	\$	620,224.00	33.27%	Eligible
Lindsay	\$	85,322.00	\$	269,519.00	\$	87,816.00	\$	442,657.00	67.17%	Eligible
Live Oak	\$	65,203.00	\$	205,966.00	\$	67,109.00	\$	338,278.00	55.17%	Eligible
Livingston	\$	-	\$	250,199.00	\$	81,521.00	\$	331,720.00	41.01%	Eligible
Loomis	\$	59,409.00	\$	187,663.00	\$	61,146.00	\$	308,218.00	24.55%	Eligible

Los Banos	\$ -	\$ 433,229.00	\$ 141,157.00	\$ 574,386.00	52.59%	Eligible
Loyalton	\$ 49,108.00	\$ 155,125.00	\$ 50,544.00	\$ 254,777.00	55.81%	Currently Ineligible
Madera County	\$ 199,758.00	\$ 631,004.00	\$ 205,597.00	\$ 1,036,359.00	47.90%	Eligible
Mammoth Lakes	\$ -	\$ 187,663.00	\$ 61,146.00	\$ 248,809.00	53.34%	Eligible
Maricopa	\$ 48,464.00	\$ 153,091.00	\$ 49,881.00	\$ 251,436.00	60.66%	Currently Ineligible
Marina	\$ 114,776.00	\$ 362,559.00	\$ 118,131.00	\$ 595,466.00	46.32%	Currently Ineligible
Mariposa County	\$ -	\$ 295,448.00	\$ 96,265.00	\$ 391,713.00	38.31%	Eligible
Marysville	\$ 80,333.00	\$ 253,758.00	\$ 82,681.00	\$ 416,772.00	56.37%	Eligible
McFarland	\$ -	\$ 259,350.00	\$ 84,503.00	\$ 343,853.00	75.01%	Eligible
Mendocino County	\$ -	\$ 806,408.00	\$ 262,749.00	\$ 1,069,157.00	45.87%	Eligible
Merced County	\$ -	\$ 716,418.00	\$ 233,428.00	\$ 949,846.00	51.54%	Eligible
Modoc County	\$ 55,546.00	\$ 175,461.00	\$ 57,170.00	\$ 288,177.00	48.50%	Eligible
Mono County	\$ -	\$ 176,987.00	\$ 57,667.00	\$ 234,654.00	50.27%	Eligible
Montague		\$ 157,667.00	\$ 51,372.00	\$ 209,039.00	43.29%	Eligible
Mount Shasta		\$ 206,475.00	\$ 67,275.00	\$ 273,750.00	45.91%	Eligible
Napa County		\$ 329,512.00	\$ 107,634.00	\$ 437,146.00	41.84%	Eligible
Nevada City	\$ 57,317.00	\$ 181,054.00	\$ 58,992.00	\$ 297,363.00	48.00%	Eligible
Nevada County	\$ -	\$ 705,741.00	\$ 229,949.00	\$ 935,690.00	39.32%	Eligible
Orange Cove	\$ 73,734.00	\$ 232,913.00	\$ 75,889.00	\$ 382,536.00	75.54%	Eligible
Orland	\$ -	\$ 212,576.00	\$ 69,263.00	\$ 281,839.00	55.25%	Eligible
Oroville	\$ -	\$ 315,276.00	\$ 102,725.00	\$ 418,001.00	55.20%	Eligible
Pacific Grove	\$ 86,449.00	\$ 273,078.00	\$ 88,976.00	\$ 448,503.00	23.93%	Eligible
Palos Verdes Estates	\$ 70,354.00	\$ 222,236.00	\$ 72,410.00	\$ 365,000.00	15.31%	Eligible
Parlier	\$ -	\$ 307,142.00	\$ 100,075.00	\$ 407,217.00	71.45%	Eligible
Pismo Beach	\$ 72,446.00	\$ 228,845.00	\$ 74,564.00	\$ 375,855.00	43.06%	Eligible
Placer County		\$ 1,048,923.00	\$ 341,767.00	\$ 1,390,690.00	31.45%	Eligible
Placerville	\$ 80,655.00	\$ 254,775.00	\$ 83,012.00	\$ 418,442.00	55.93%	Eligible
Plumas County	\$ -	\$ 278,670.00	\$ 90,798.00	\$ 369,468.00	41.09%	Eligible
Plymouth	\$ -	\$ 154,616.00	\$ 50,378.00	\$ 204,994.00	55.42%	Eligible
Point Arena	\$ -	\$ 154,616.00	\$ 50,378.00	\$ 204,994.00	53.85%	Eligible
Portola	\$ 54,742.00	\$ 172,919.00	\$ 56,342.00	\$ 284,003.00	59.34%	Eligible
Rancho Mirage	\$ -	\$ 396,115.00	\$ 129,065.00	\$ 525,180.00	34.32%	Eligible

Red Bluff	\$	-	\$	285,280.00	\$	92,952.00	\$	378,232.00	58.69%	Eligible
Rio Dell	\$	-	\$	181,562.00	\$	59,158.00	\$	240,720.00	48.88%	Eligible
Rio Vista	\$	70,032.00	\$	221,219.00	\$	720,179.00	\$	1,011,430.00	43.80%	Eligible
Riverbank	\$	88,863.00	\$	280,704.00	\$	91,461.00	\$	461,028.00	35.70%	Eligible
San Benito County	\$	-	\$	278,670.00	\$	90,798.00	\$	369,468.00	45.98%	Eligible
San Joaquin	\$	-	\$	180,546.00	\$	58,826.00	\$	239,372.00	76.81%	Eligible
San Juan Bautista	\$	-	\$	174,445.00	\$	56,839.00	\$	231,284.00	51.56%	Eligible
San Juan Capistrano	\$	172,397.00	\$	544,573.00	\$	177,436.00	\$	894,406.00	51.84%	Eligible
Sand City	\$	48,754.00	\$	154,006.00	\$	50,179.00	\$	252,939.00	62.90%	Eligible
Sanger	\$	-	\$	355,950.00	\$	115,978.00	\$	471,928.00	47.09%	Eligible
Santa Cruz County	\$	-	\$	1,304,657.00	\$	425,091.00	\$	1,729,748.00	50.09%	Eligible
Scotts Valley	\$	75,504.00	\$	238,505.00	\$	77,711.00	\$	391,720.00	24.62%	Eligible
Shasta County	\$	-	\$	661,000.00	\$	215,371.00	\$	876,371.00	42.64%	Eligible
Shasta Lake	\$	-	\$	234,946.00	\$	76,552.00	\$	311,498.00	44.42%	Eligible
Sierra County	\$	49,108.00	\$	155,125.00	\$	50,544.00	\$	254,777.00	42.56%	Eligible
Siskiyou County	\$	-	\$	326,970.00	\$	106,535.00	\$	433,505.00	50.10%	Eligible
Solano County	\$	93,370.00	\$	294,940.00	\$	96,099.00	\$	484,409.00	39.35%	Eligible
Soledad	\$	-	\$	278,162.00	\$	90,632.00	\$	368,794.00	56.49%	Eligible
Sonora	\$	66,491.00	\$	210,034.00	\$	68,435.00	\$	344,960.00	54.59%	Eligible
South Lake Tahoe	\$	-	\$	381,371.00	\$	124,261.00	\$	505,632.00	59.15%	Eligible
St. Helena	\$	-	\$	204,441.00	\$	66,612.00	\$	271,053.00	36.53%	Eligible
Suisun City	\$	-	\$	355,950.00	\$	115,978.00	\$	471,928.00	41.31%	Eligible
Susanville	\$	67,779.00	\$	214,101.00	\$	69,760.00	\$	351,640.00	42.62%	Eligible
Sutter County	\$	-	\$	267,485.00	\$	87,154.00	\$	354,639.00	40.84%	Eligible
Sutter Creek	\$	57,156.00	\$	180,546.00	\$	58,826.00	\$	296,528.00	50.48%	Eligible
Taft	\$	65,847.00	\$	208,000.00	\$	67,772.00	\$	341,619.00	45.35%	Eligible
Tehama	\$	-	\$	150,447.00	\$	49,020.00	\$	199,467.00	47.56%	Eligible
Tehama County	\$	-	\$	429,772.00	\$	140,031.00	\$	569,803.00	47.18%	Eligible
Trinidad	\$	47,982.00	\$	151,566.00	\$	49,384.00	\$	248,932.00	27.27%	Eligible
Trinity County	\$	-	\$	279,687.00	\$	91,129.00	\$	370,816.00	48.72%	Eligible
Truckee	\$	-	\$	240,539.00	\$	78,374.00	\$	318,913.00	27.72%	Eligible
Tulare County	\$	-	\$	1,345,330.00	\$	438,344.00	\$	1,783,674.00	53.64%	Eligible

Tulelake	\$	-	\$	157,158.00	\$	512,016.00	\$	669,174.00	63.50%	Eligible
Tuolumne County	\$	-	\$	557,791.00	\$	181,743.00	\$	739,534.00	38.07%	Eligible
Ukiah	\$	-	\$	298,498.00	\$	97,259.00	\$	395,757.00	49.25%	Eligible
Vernon	\$	47,467.00	\$	149,939.00	\$	48,854.00	\$	246,260.00	75.00%	Eligible
Wasco	\$	98,681.00	\$	311,717.00	\$	101,566.00	\$	511,964.00	57.01%	Eligible
Weed	\$	-	\$	175,970.00	\$	57,336.00	\$	233,306.00	65.41%	Eligible
Westmorland	\$	-	\$	166,818.00	\$	54,354.00	\$	221,172.00	77.14%	Currently Ineligible
Wheatland	\$	52,327.00	\$	165,293.00	\$	53,857.00	\$	271,477.00	30.21%	Eligible
Williams	\$	58,765.00	\$	185,630.00	\$	60,483.00	\$	304,878.00	36.54%	Eligible
Willits	\$	-	\$	212,068.00	\$	69,097.00	\$	281,165.00	55.82%	Eligible
Willows	\$	68,100.00	\$	215,118.00	\$	70,091.00	\$	353,309.00	44.56%	Eligible
Winters	\$	-	\$	203,933.00	\$	66,447.00	\$	270,380.00	40.32%	Eligible
Woodlake	\$	65,364.00	\$	206,475.00	\$	67,275.00	\$	339,114.00	62.74%	Eligible
Yolo County	\$	-	\$	314,259.00	\$	102,394.00	\$	416,653.00	50.42%	Eligible
Yountville	\$	58,926.00	\$	186,138.00	\$	60,649.00	\$	305,713.00	44.71%	Eligible
Yreka	\$	-	\$	234,438	\$	76,386.00	\$	99,824.00	59.78%	Eligible
Yuba County	\$	-	\$	627,445.00	\$	204,438.00	\$	831,883.00	45.13%	Eligible



APPENDIX J

1

Appendix J: CDBG-CV Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200
Sacramento, CA 95833
(855) 333-CDBG (2324)/ FAX (916) 263-2763
www.hcd.ca.gov



CDBG-CV Application Certifications and Statement of Assurances

The applicant, City of Ukiah, hereby certifies the following:

1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. Application Authorization:

Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. Citizen Participation:

It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and
- B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and
- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

6. Audit/Performance Findings:

It certifies that the State Controller's Office (SCO) was in receipt of its complete Single Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in [2 CFR Part 200](#).

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or
- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with [Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580.](#)

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG Program Guidelines](#).

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds ([24 CFR §570.611](#)).

14. Limitations on Political Activities:

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

15. Lead-Based Paint:

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)), which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of [24 CFR Part 24](#).

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per [2 CFR 200.320](#)

20. Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into 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 an officer or employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Sage Sangiacomo

Printed Name of Authorized Representative (*per the Resolution*)


Signature

City Manager

Title

04/08/2021

Date



DUPLICATION OF BENEFITS POLICY AND PROCESS

City of Ukiah Duplication of Benefits Policy

The City of Ukiah Ambulance Purchase is funded through CDBG-CV funds allocated under the 2020 CARES Act and governed by the Federal Register Notice FR-6218-N-01-CDBG-CV, dated August 7, 2020.

All CDBG-CV grantees are required to complete a duplication of benefits analysis for assisted activities to demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant. To comply with this requirement, the City of Ukiah will demonstrate that no other funds are available for an activity by maintaining records of compliance with mandatory duplication of benefits requirements described in the Federal Register Notice of August 7, 2020.

A CDBG-CV grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably by evaluating need and the resources available to meet that need. It is the intent of this document to present the City of Ukiah's policy to uphold, enforce and document conformance with the duplication of benefit requirements which cover use of its CDBG-CV funds.

City of Ukiah Duplication of Benefits Process

The Ukiah Valley Fire Authority will complete a Duplication of Benefits Affidavit prior to ordering the ambulance. This affidavit acknowledges the City of Ukiah's requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative.

To meet HUD's requirements, the City has developed a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably in evaluating need and the resources available to meet that need.¹

This assessment process is as follows:

¹ The City anticipates additional guidance in this regard will be forthcoming from HUD and will review its process to ensure compliance at that time.

1. Upon receipt of the completed Duplication of Benefits Affidavit, City of Ukiah CDBG administration staff reviews the Duplication of Benefits Affidavit to determine if the Ukiah Valley Fire Authority (UVFA) has reported receiving any potentially duplicative assistance.
2. If so, City of Ukiah CDBG administration staff may request additional information from the UVFA, including:
 - a. Dates funds were received
 - b. Specific uses of funds received, including receipts and dates as appropriate.
3. Based on a review of this information, City of Ukiah CDBG administration staff may:
 - a. Determine that there is no duplication and proceed with consideration of the application for the full amount requested.
 - b. Determine that there is a partial duplication and proceed with consideration of the application for an amount that reduces the request by the DOB amount
 - i. $\text{Amount Requested} - \text{Amount of DOB} = \text{Eligible Amount}$
 - c. Determine that there is a complete duplication and deny the application
4. In the event that an activity moves forward and is approved, in whole or in part, the UVFA may be required to sign a Subrogation Agreement to address concerns around the potential for future duplication (for example a PPP application was made, and was not denied but the applicant has not heard back).
5. In the event that an application is approved in part, the City of Ukiah CDBG administration staff will also include in the funding documents specific information around what the funds may be spent on so as to avoid duplication of benefits.
6. City of Ukiah CDBG administration staff will require the UVFA to provide documentation as to how funds are actually expended, and will review this documentation to ensure no duplication has taken place.

All documents, including the Affidavit and Subrogation Agreement, shall be retained in compliance with HUD's record retention requirements.

[illegible]

Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget line item has a budget gap, the "Gap/Duplication of Benefits" column will show a red shaded field and a number indicating your budget gap in parenthesis. If you have a potential duplication of benefits, the column will show a blue shaded field and a number indicating your budget overage. Please make sure to include ALL of you potential resources, including FEMA, HCD, HUD, CARES Act, and other State and Federal funds, as well as local funds from fees, trust funds, and taxes, and any foundation or private donation funding, including insurance payments. If you are unsure if a resource should be included, please contact Jessica Hayes at jessica.hayes@hcd.ca.gov. Please fill in the fields with a bracket [] and the funds. Please do not delete or alter formulas. The colored columns have no significance. They are colored only to make it easier to track across funding source.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV-2-3-00097

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

City of Ukiah

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

Twenty-Four (24) Months from the Effective Date

3. The maximum amount of this Agreement is:

\$141,648.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	8
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	State of California General Terms and Conditions	GTC 04/2017
+ - Exhibit D	CDBG-CV2/3 Program Terms and Conditions	25
+ - Exhibit E	Program Application	114

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Ukiah

CONTRACTOR BUSINESS ADDRESS

300 Seminary Avenue

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Sage Sangiacomo

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

09/21/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-CDBG-CV-2-3-00097

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Avenue

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

9/21/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Vol. 1 4.04. A.3 (DGS memo dated 6/12/1981)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FEDERAL FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Dear Sage Sangiacomo,

RE: City of Ukiah

Contract No.: 20-CDBG-CV2-3-00097 / CFDA # 21.019

Congratulations on your Community Development Block Grant Program-Coronavirus, Aid Relief, Economic Security Act (CDBG-CV) Award. You have received your CDBG-CV2-3 Standard Agreement, Exhibits A through E, in the Grants Network System:

A. Standard Agreement (STD 213 and Exhibits A thru E)**STD 213 - Cover page**

Exhibit A - Authority, Purpose, and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions - GTC 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – CDBG-CV2/3 Program Terms and Conditions

Exhibit E – Program Application

B. For expeditious handling, please review the STD 213, sign and upload it into the Grants Network System. Do not mail or email the signed STD 213. Please follow the instructions below:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an

original signature, printed name, title and date, using blue ink, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

3. Print and upload the signed STD 213 into the Grants Network System **within 30 days from the date of this letter.**
4. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
5. Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. **Note: The Standard Agreement is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Roxann Kuhnert, CDBG Program Manager, Federal Programs Branch, at (916) 263-6468 or email roxann.kuhnert@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Contracts Analyst

cc: Janice Waddell, Branch Chief, Federal Programs Branch

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the new federal funding for Community Development Block Grant Program for non-entitlement jurisdictions, tranches 2 and 3 (hereinafter, "CDBG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department") pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136), and the provisions of 42 U.S. Code (U.S.C.) 5301, et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, California Health and Safety Code Section 50825, et seq., the California State CDBG Program Guidelines in effect as of October 15, 2019, and, all as may be amended from time to time. In accepting this conditional reservation of funds by executing this Agreement, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (NOFA) under which the Grantee applied, as identified in this document footer, the representations contained in the Grantee's application (the "Application") for this funding allocation, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. For activities funded outside of a NOFA, including activities funded through Program Income, and activities funded through Urgent Need, the Grantee agrees to comply with the terms and conditions of this Agreement, the representations contained in the Grantee's Application for activity funding, which is incorporated herein by reference and is included as a summary in Exhibit E, and the requirements of the authorities cited above. Any changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department. For purposes of this Agreement, use of the term "Grantee" shall be a reference to "Contractor".

2. Scope of Work

- A. The Grantee shall perform the funded activities described in the Scope of Work (Work), including applicable National Objectives as represented in Exhibit E Sections I through IV, and the Application which is on file with the Department and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in

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writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with CDBG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

- B. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit B, and as detailed in Exhibit E, Section VI, and Budget Worksheet. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.
- C. Except for General Program Administration, grant activity(ies) must meet one of the following three CDBG National Objectives:
- An activity that benefits low- and moderate-income (LMI) persons
 - An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
 - An activity that aids in the prevention or elimination of slums or blight

3. **Duplication of Benefits (DOB)**

Pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law No: 116-136) and described in FR-6218-N-01, the CDBG-CV Federal Register Notice, Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Reform Act (DRRA) of 2018, it is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source.

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Grantees must have on file with the Department duplication of benefits policies and procedures that include recapture requirements and processes. Grantees must report to the Department on DOB throughout the Agreement Term. DOB must be tracked at both the programmatic level and at the client service level. The Grantee must collect affidavits from program participants agreeing to repay any portion of proceeds determined to be a duplication of benefits, with such proceeds to be returned to the Grantee and Grantee must re-capture funds from households that have received a DOB. The Department will recapture funds from Grantees with DOB(s).

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

4. Effective Date and Commencement of Work

- A. This Agreement is effective upon approval by the Department as evidenced by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213.
- B. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. Pre-application costs, pre-agreement costs, and pre-award costs are permitted. However an environmental review must be performed and a release of funds must be obtained in accordance with 24 CFR part 58 prior to committing CDBG-CV funds to reimburse such costs. The CDBG-CV Grantee agrees that any Work toward the implementation of the project activity or program activity, as identified in Exhibit E, Section I through IV, will be subject to an environmental review prior to the execution of this Agreement by the Department and that this Agreement must be executed prior to reimbursement for pre-agreement costs incurred by the Grantee .

5. Term of Agreement and Performance Milestones

- A. Term of Agreement: With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, the Grantee shall complete the grant activity and/or activities on or before 24 months (two (2) years) from the Department's execution date identified on the STD 213 of this Standard Agreement. Any extensions beyond the 24 months will require the Department's approval and a contract amendment.

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- B. Expenditure Deadline: All Program funds shall be expended no later than 24 months (two (2) years) from the final Department execution date of this Agreement as identified on the STD 213. All requests for funds must be submitted prior to the Expenditure Deadline.

1) Reporting Deadlines:

- a) All activities except activities in support of new housing construction and activities in support of economic development must report final beneficiaries no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- b) For activities in support of new housing construction and economic development where housing units or jobs are dependent on off-site infrastructure development, the activity shall have an extended reporting term of two years (24 months) from the Expenditure Deadline to complete reporting of units constructed and occupied or jobs created or retained. Activities that do not meet the reporting deadline may be deemed ineligible and the Grantee may be required to repay all grant funds expended on the activity.

- C. Milestones: Grantee shall timely adhere to project milestones as established in Exhibit E, Section V.

1) Failure to Meet Milestones:

- a) Failure to meet the first milestone identified in Exhibit E, Section V, is a material breach and may result in a for-cause termination of this Agreement. All funds, including program income, reimbursed for this activity prior to the termination shall be returned to the Department no less than thirty (30) days from the written notification of termination.
- b) Failure to meet any given subsequent milestones identified in Exhibit E, Section V, may result in loss of program eligibility and will restrict the Grantee from applying for additional CDBG funding until the activity is corrected and put back on schedule, or the activity is

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completed, or the activity is canceled.

- 2) Any milestone or deadline except for: (1) the first milestone, (2) the final activity report milestone, and (3) the expenditure deadline, may be revised administratively with the approval of the Department without incurring penalty, provided the revision request is received in advance of the original milestone due date.

6. **Scope of Work Revisions and Amendments**

A. Contract Revisions:

1) Adjustments to the Scope of Work that do not require:

- a) an increase or reduction of activity scope;
- b) a change in National Objective; or a
- c) change in the type of beneficiaries assisted

may be completed as a Contract Revision. Contract Revisions must be approved by the Department prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate.

2) Contract Revisions may include but not be limited to:

- a) Adjustments that:
 - i. Itemize the scope of work;
 - ii. Revise milestone deadlines except for first and last milestones; and/or
 - iii. Change the scope of work in a manner that does not change the overall budget, National Objective, or change type or reduce the number of estimated beneficiaries.
- b) Adjustments that increase the estimated number of beneficiaries without increasing or decreasing the scope of work and without

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changing the overall budget.

B. Contract Amendments:

1) Adjustments to the Scope of Work that:

- a) Require an increase or a reduced scope of work:
- b) Change the National Objective; or
- c) Change the type or reduces the number of beneficiaries assisted

shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

2) Contract Amendments may include but not be limited to:

a) Adjustments that:

- i. add scope beyond what was included in the original application;
- ii. reduce scope such that the activity is materially different from the original application; or
- iii. reduce estimated beneficiary counts.
- iv. Adjustments that change the scope in a manner that requires a change to awarded activity budget, including adding funds from other State CDBG funded activities, adding Program Income, and reducing funds from either State CDBG awarded funds or Program Income.

C. HUD Matrix Codes:

If HUD changes an activity matrix code(s) or if there is an error in recording the activity code, the Grantee shall be notified in writing and the correction shall not require an amendment to this Agreement.

EXHIBIT A

7. **State CDBG Program Contract Management**

A. Department Contract Manager:

For purposes of this Agreement, the State CDBG Program Managers for the Department shall also serve as the Program Contract Managers. Written communication regarding this Agreement shall be directed to the State CDBG Program Contract Manager at the following address:

State CDBG Program Contract Manager
Division of Financial Assistance
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054
Phone: (916) 263-6468
Email: CDBG@hcd.ca.gov

B. Contract Management:

Day-to-day administration of this Agreement shall take place through the online grant management system, including but not limited to:

- 3) Financial Reports (Funds Requests);
- 4) Activity Reports;
- 5) Semi-Annual Reports;
- 6) Annual Reports;
- 7) Submittal of any and all requested supporting documentation;
- 8) Standard Agreement Revisions (non-material contract changes); and,
- 9) Standard Agreement Amendments (material contract changes).

C. Grantee Contract Administrator:

The Grantee's Contract Administrator (must be a Grantee employee) is identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile.

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Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget

- A. Budget Detail: The activity shall follow the budget as detailed in Exhibit E, Section VI.
- B. Program Income: All Program Income is state administered CDBG funding and is subject to the same federal requirements for financial administration as open grant awards. Program Income, including both cash-on-hand and future projected receipts, if identified as a funding source for any given activity, must be included in the activity budget and must be substantially expended prior to drawing grant award funds. Program Income must be identified separately from grant funds in the activity budget and must be broken out into activity and general administration funding, as applicable. The Department will not encumber locally administered Program Income against NOFA grant funds in the state's accounting system. Only new grant awards made under a NOFA or in conjunction with an Urgent Need application will be encumbered in the Department's accounting system.

Funding in this Agreement may include either or both:

- 1) the total new grant award from the NOFA to be encumbered by the Department from grant funds,
 - 2) total locally held Program Income to be included in the activity budget but that will **not** be encumbered by the Department. This Agreement is for the sum total of funds to be used in the activity including grant funds and Program Income, as applicable. Program Income receipts must be reported no less than quarterly.
- C. Other Non-State CDBG Funding Sources: The Grantee shall report on the value of other contributions included as leverage for each activity via the Financial Reports (funds requests) required for such activity. The Financial Reports shall be accessed through the online grant management system and are the reports which convey the information needed to complete financial transactions in HUD's Integrated Disbursement and Information System (IDIS).

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2. Availability of Funds

The Department's provision of funding to Grantee pursuant to this Agreement is contingent on the continued availability of CDBG funds and continued federal authorization for CDBG activities, as well as the conditions set forth in Exhibit D, Section 33. The Department's provision of funding is subject to amendment or termination due to lack of funds or authorization. This Agreement is subject to written modification or termination as necessary by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

3. Eligible Costs

- A. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not receive a commitment of funds, nor shall funds be reimbursed until the Grantee has documented compliance with the applicable National Environmental Protection Act (NEPA) requirements established in 24 CFR Part 50, 24 CFR Part 58, and 42 USC §4321, et seq.
- B. Allowable Costs: Allowable costs shall mean those necessary and proper costs under 2 CFR §200.400 through 475, and as identified in the Grantee's application and as detailed in Exhibit E, Section VI, and as approved by the Department unless any or all such costs are disallowed by the State of California or HUD. Allowable costs include necessary and proper activity and administration costs incurred prior to the execution of this Agreement. All costs incurred prior to the execution of this Agreement must be eligible to be considered allowable and suitable for reimbursement. Eligible costs must, at a minimum, be costs incurred according to the procurement requirements of 2 CFR §200.317, et seq. and be costs required for the activity in this Agreement to meet a National Objective.
- C. Priority of Funds: The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. To the extent available, the Grantee must disburse funds available from locally held funding CDBG grant resources such as, but not limited to Program Income,

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rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments from the grant award.

- D. **Withholding Funds:** The Department reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. Payments are contingent upon the Grantee's financial management system meeting the requirements of 2 CFR §200.302, and the internal control requirements of 2 CFR §200.303. Payment may be suspended or terminated, in whole or in part, by the Department in its sole discretion in the event of a default by Grantee.
- E. **Disencumbering Funds:** The Grantee agrees that funds determined by the Department to be surplus upon completion of the activity, or that have not been spent prior to the Expenditure Deadline will be subject to disencumbrance by the Department.
- F. **Indirect Costs:** If Grantee wishes to charge for indirect costs, the Grantee must develop an indirect cost allocation plan for determining the appropriate CDBG share of such indirect costs and submit such plan to the Department for approval prior to submission of requests for any payments for the indirect cost expenditures.
- G. **Pre-Agreement Costs:** Pre-Agreement Costs are eligible costs incurred prior to the award of funds as defined in Exhibit D, Section 1. Eligible Pre-Agreement costs as identified in Exhibit E, Section VI, Project Budget, may only be reimbursed upon the full execution of this Agreement and verification that the costs meet all eligibility criteria. Pre-Agreement costs may include both activity delivery and general program administration.

The Grantee agrees that any Pre-Agreement costs **not** previously identified in Exhibit E, Section VI, Project Budget, will **not** be paid with CDBG-CV1 funds.

4. **Method of Payment**

The Department will not authorize payments unless it has determined the costs incurred are in compliance with the terms of this Agreement. Funds requested through the Financial Activity Report must be for a minimum of \$1,000.00, except for the final funds

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request, which must be marked “Final”. Payments will be issued to the agency identified on the Taxpayer Identification Form (TIN) provided by the Grantee to the Department.

- A. Reimbursements: The Department will reimburse the Grantee its allowable costs for the services identified in this Agreement in Exhibit E, Section VI, upon presentation of invoices which Grantee certified are true and correct copies of payments due on behalf of the Grantee for the activity covered by this Agreement and made in accordance and compliance with Exhibit A, Scope of Work. The Grantee may not request reimbursements under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 1) To receive reimbursement for grant activities, including reimbursement for eligible Pre-Agreement costs, the Grantee must submit all Department required forms according to the applicable deadlines. Financial Reports and Activity Reports are due no less than quarterly, within 15 days of the end of the quarter. Financial Reports and Activity Reports may be submitted more frequently at the Grantee’s discretion. Financial Reports shall include the level of documentation specified by the Department, including proof of expenditure, and proof of cost eligibility. Grantees must submit documentation supporting cost amounts and cost eligibility with each funds request as part of the Financial Report.
 - 2) Grantees shall submit Financial Reports (funds requests) no less than quarterly. If no funds have been expended, the Grantee shall provide a description of work completed and an explanation of why no funds have been expended.
- B. Advances: The Grantee must receive prior written approval from the Department before submitting an advance request. All advances are subject to the Department’s consent, which may be given or withheld on its sole discretion. No advances will be issued prior to full Agreement execution.
- C. Final Payment Requests:
- 1) Grantees on the Reimbursement Payment System: All requests for final reimbursement must be submitted before the Expenditure Deadline

EXHIBIT B

referenced in Exhibit A, Section 5 of this Agreement.

- 2) Grantees on the Advance Payment System: The last advance payment must be submitted to the Department no later than sixty (60) days prior to the Expenditure Deadline of this Agreement.
- 3) Return of Unexpended Funds: All funds received by the Grantee but not expended by the Expenditure Deadline must be accounted for and returned to the Department within thirty (30) days after the Expenditure Deadline. Funds shall be returned in accordance with the current State CDBG Grants Management Manual. All returned funds will be disencumbered.
- 4) All Funds Not Previously Requested: If the final funds disbursement request for costs expended during the term of this Agreement has not been received by the Department before the Expenditure Deadline, and the Grantee has not requested an extension per Exhibit A Section 5, (Term of Agreement and Performance Milestones), the Department may disencumber any funds remaining and grant funds will no longer be available for the Grantee.

5. Budget Revisions and Amendments

Budget line item adjustments may be made in accordance with the following:

- A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total activity budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget Revision. Budget Revisions shall include but not be limited to:
 - 1) Adjustments that reallocate funds between budget line items, including between General Administration funding, activity funding, and Program Income resources, including both Program Income cash on hand, and Program Income projected receipts, but that otherwise does not change the overall budget total, the scope of work, the National Objective, and type and count of estimated beneficiaries. Reallocations involving General Administration funding are subject to applicable General Administration caps identified in the Notice of Funding Availability.
 - 2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the scope of work and without changing

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the overall budget.

- 3) Budget Revisions must be approved by the Department prior to implementation. Approval shall be provided either through the online grant management system, or in writing, as appropriate. If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement.

- B. Budget Amendments: Adjustments to the Budget that result in an increased or a reduced total activity budget shall require a Contract Amendment. Contract Amendments must be fully executed by both the Grantee and the Department prior to implementation. Adjustments may not be implemented prior to execution unless the Department has provided written notice authorizing the Grantee to proceed.

6. Grant Closing Requirements

- A. Expenditure Deadline:

- 1) All Program funds shall be expended no later than the Expenditure Deadline as defined in Exhibit A, Section 4. All requests for funds must be submitted no later than thirty (30) days prior to the Expenditure Deadline.
- 2) The Final Financial Report for the activity must be marked final and submitted before the Expenditure Deadline. Financial Reports submitted after the Expenditure Deadline will not be eligible for reimbursement.

Closeout Procedure: The Grantee must submit the following at the completion of the activity:

- 1) A Final Activity Report that includes all required reporting data for the activity;
- 2) A filed Notice of Completion (if applicable);
- 3) Evidence, satisfactory to the Department, of compliance with any and all other Special Conditions of this Agreement as set forth in Exhibit E hereto; and,
- 4) A resolution from the governing body acknowledging the accomplishments of the activity and confirming that the activity is complete and that all outstanding funds have been reimbursed by the Department.

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If the Grantee identified an extended reporting period will be required to meet the National Objective for the activity in the Application, the above closeout requirements shall be submitted upon the completion of the activity, or within sixty (60) days after the Expiration Deadline, whichever comes first. If no extended reporting period is required, the above closeout requirements shall be submitted within thirty (30) days after the Agreement's Expenditure Deadline. Upon receipt of the above documentation, the Department will close out this Agreement and finalize the activity in IDIS for final reporting to HUD.

- B. Ongoing Reporting: Grants that have been closed may, as applicable, have continued reporting requirements, including Program Income reporting, performance reporting, beneficiary reporting, asset reporting, and other federally required reports as identified in Exhibit D, Section 22.

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CDBG-CV2/3 PROGRAM TERMS AND CONDITIONS

1. Federal Grant Identification

HUD Grant No.: B-20-DW-06-0001

CFDA Number: 29.019

Date HUD Grant Agreement Signed: 11/26/2020

2. Definitions

A. "Activity" means one of the following HUD eligible activities as per 42 U.S.C. 5305.

- 1) Acquisition (§ 5305 (a)(1))
- 2) Public Improvements (§ 5305 (a)(2))
- 3) Public Facilities (§ 5305 (a)(2) and (5))
- 4) Public Services (§ 5305 (a)(8))
- 5) Business Financial Assistance (§ 5305 (a)(17))
- 6) Microenterprise Assistance (§ 5305 (a)(22))

B. "Activity Budget" means the budget included in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail, and Payment Provisions.

C. "Activity Delivery" (AD) means any reasonable and necessary costs associated with activity implementation that are not directly related to labor and/or direct construction and/or direct activity implementation costs. The Grantee may expend up to the indicated AD as identified in the NOFA that is associated with this Agreement or any relevant CDBG Management Memo.

D. "Activity Reports" are the activity reports that must be submitted at least quarterly that describe program or project progress and/or beneficiaries served during a given reporting period.

E. "CARES Act" means the Coronavirus Aid, Relief and Economic Security Act.

F. "Department" means the California Department of Housing and Community Development.

"Financial Report" is also identified as a funds request and refers to the forms

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and processes required to request the drawdown of CDBG-CV2/3 funds (requests for funds must be a minimum of \$1,000.00 unless it is the final Financial Report for an activity). Funds disbursements must be completed no less than quarterly for each open activity, including Program Income funded activities.

- G. "General Administration" refers to eligible administrative expenses as provided in 42 U.S.C. §5305(a)(13), as further described in the CDBG Program Guidelines, § 208.
- H. "Grantee" means the jurisdiction that applied for CDBG-CV2/3 funding and has legal authority to sign this Agreement and commit to compliance with all federal requirements regarding the administration of federal funds, as identified in 2 CFR Part 200.
- I. "Pre-Agreement Costs" are pre-award costs as defined at 2 CFR §200.458 and 24 CFR §570.489(p) and are costs that are eligible per 2 CFR §200.400 et. seq. that have been itemized on the approved activity budget as identified in Exhibit E, Section VI, Project Budget, as referenced by Exhibit B, Budget Detail and Payment Provisions.
- J. "Program" means an eligible activity that provides direct assistance to eligible participants within a defined service area. Programs include public services, housing assistance to households, and instances where an eligible person, household, or area is directly assisted with a unit of service.
- K. "Program Guidelines" means the CDBG Program Guidelines adopted in October 2019 that replaced the California state regulations regarding the operation of the State CDBG program, as per Health and Safety Code §50826.1(a) that states that the regulations are repealed upon adoption of guidelines.
- L. "Program Income", as defined in 24 CFR §570.489(e), means gross income received by the Grantee that is directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

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- M. "Project" means eligible capital improvements to public facilities, infrastructure, assets, and right-of-way. Projects may also include eligible capital improvements to privately owned facilities, infrastructure, and assets that serve the public or that provide a public good, including shelters, community-based facilities, and utilities.

3. **Eligible Activities**

Grantee will only use funds under this Agreement for the activity identified in Exhibit E. All activities must be eligible CDBG-CV2/3 activities as authorized under the CARES Act, (Public Law No: 116-136), 42 U.S.C. §5305 and 24 CFR §570.482.

4. **National Objectives**

Grantee will only use funds in support of the National Objective identified in Exhibit E, Section I. All CDBG-CV2/3 funded activities must meet a National Objective as defined in 42 U.S.C. §5304(b)(3), as amended, and 24 CFR §570.483.

Real Property acquired or improved in whole or in part with CDBG-CV2/3 funds must be used to meet the same National Objective for which it was purchased or improved for no less than five years from the date of acquisition/completion. The Department may require a Use Restriction Agreement be recorded against real property acquired or improved in whole or in part with CDBG-CV2/3 funds.

5. **Termination and Remedies for Noncompliance**

Awards as secured by this Agreement may be terminated by the Department in whole or in part as per federal regulation at 2 CFR §200.339. All terminations shall include written notification setting forth the reason(s) for such termination, the effective date, and the portion to be terminated in the case of partial terminations and will follow termination notification requirements identified in 2 CFR §200.340.

- A. Termination without Cause: Agreements may be terminated without cause in whole or in part by the Department **only** with the consent of the Grantee. In the case of a whole agreement termination, the two parties shall agree upon termination conditions, including the effective date. In the case of partial termination, the two parties shall agree upon termination conditions, including the

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portion to be terminated and the effective date.

B. Noncompliance and Termination with Cause: The Department may terminate this Agreement for Grantee's failure to comply with the terms and conditions of this Agreement. Terminations for material failure to comply with the Agreement terms and conditions must be reported by the Department to the appropriate federal program integrity and performance system accessible through the System for Award Management (SAM) as per 2 CFR §200.339(b).

- 1) The Department may initiate remedies for noncompliance as identified in 2 CFR §200.338 at any time it has been determined that the Grantee is no longer meeting the terms and conditions of this Agreement. Remedies for noncompliance may be required in addition to, in lieu of, or prior to termination.
- 2) Prior to terminating this Agreement for cause or noncompliance, the Department shall submit written notice specifying noncompliance and/or specifying the event or events that if not cured would constitute an event of default. The Department's written notice shall identify remedies for cure. Grantee shall have thirty (30) calendar days from receipt of notice to fully cure. This period may be extended at the Department's discretion for a reasonable period of time if the Grantee is acting in good faith to cure the noncompliance or cause. Any extension of the cure period must be communicated in writing by the Department.
- 3) The Department's remedies for Grantee's noncompliance with a federal statute or regulation, a state statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere may include, as appropriate:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - c) Wholly or partly suspend or terminate the current award for the

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Grantee's program or project, as applicable.

- d) Withhold further and/or future awards of CDBG/CDBG-CV2/3 funds.
 - e) Request that HUD initiate federal suspension debarment proceedings.
 - f) Take other remedies that may be legally available, including, but not limited to:
 - (i) In the case of costs incurred without meeting a National Objective, require repayment of all funds reimbursed, including General Administration, Activity Delivery, and any and all Program Income, as appropriate.
- 4) In taking an action to remedy noncompliance, the Department will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved as per 2 CFR §200.341.
- C. Effects of Suspension and Termination: Grantee costs resulting from obligations incurred by the Grantee or any of the Grantee's contractors, subrecipients, or subgrantees during a suspension or after termination of an Agreement are not allowable unless otherwise authorized by the Department in written notice or as allowable in 2 CFR §200.342. Termination and remedies for noncompliance identified in this Section do not preclude a Grantee or any of the Grantee's contractors, subrecipients, or subgrantees from being subject to non-procurement debarment and suspension requirements at 2 CFR Part 2424. CDBG-CV2/3 funds may not be provided to excluded or disqualified persons pursuant to 24 CFR §570.489(l).
- D. Remedies: All remedies of the Department hereunder are cumulative and not exclusive.

6. **Severability**

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- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

7. **Waivers**

No waiver or any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce, at any time, the provisions of this Agreement or to require, at any time, performance by the Grantee of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Uniform Administrative Requirements**

The Grantee, its agencies or instrumentalities, and Subgrantees shall comply with the policies, guidelines and Administrative Requirements of 2 CFR Part 200 et seq., as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds.

- A. Single Audit Compliance: Funds will not be disbursed to any Grantee identified by the State Controller's Office (SCO) as non-compliant with the Federal Single Audit Act, as described in the Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards at 2 CFR 200 Sub-Part F. No funds may be disbursed until compliance with the Uniform Administrative Requirements is demonstrated to the satisfaction of the Department.
- B. Accounting Standards: Grantee agrees to comply with, and administer the activity in conformance with, 2 CFR § 200.300 et seq, and agrees to adhere to

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the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

- C. Suspension and Debarment: By executing this Agreement, Grantee verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

9. Compliance with State and Federal Laws and Regulations

- A. Grantee, its agencies or instrumentalities, contractors, sub-grantees, and subrecipients shall comply with all local, state, and federal laws, statutes, and regulations, as well as policies and guidelines established by the Department for the administration of the CDBG-program.
- B. Grantee shall comply with the requirements of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law No: 116-136, the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) §5301 et. seq., and Subpart 1 of the Federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) §570.480 et. Seq., 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance, as adopted by HUD at 2 CFR 200 and all federal regulations and policies issued pursuant to these regulations. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

10. Affirmatively Furthering Fair Housing

Grantee shall affirmatively further fair housing, in accordance with the Civil Rights Act of 1964 (42 U.S.C 2000a, et seq.), and the Fair Housing Act (42 U.S.C. 3601, et seq.), according to 42 U.S.C. 5306, et seq. and in compliance with California statute (Gov. Code sections 65583, et seq.). Grantee shall comply with the Fair Housing Amendment Act of 1988 (Public Law 100-430).

11. Equal Opportunity Requirements and Responsibilities

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Grantee agrees that it undertakes hereby the same obligations to the Department that the Department has undertaken to HUD pursuant to the Department's CDBG/CDBG-CV2/3 certifications. The obligations undertaken by Grantee include, but are not limited to, the obligation to comply with all applicable federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following:

- A. The Housing and Community Development Act of 1974 (Public Law 93-383) that authorized the CDBG program, as amended, and legislative changes contained in the Housing and Urban-Rural Recovery Act of 1983 that authorized the state administered CDBG program for non-entitlement communities, and the Architectural Barriers Act of 1968 (42 U.S.C. Section 4151) that requires publicly funded facilities be accessible to the public;
- B. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) prohibiting discrimination based on protected class, as amended, Title VIII of the Fair Housing Act (Public Law 90-284) prohibiting discrimination in housing, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) requiring expanded compliance with civil rights laws for jurisdictions receiving federal funding; Section 104(d), regarding relocation and displacement, and Section 109, prohibiting discrimination in CDBG funded programs, of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973 prohibiting recipients of federal funds from discrimination against persons with disability; the Americans With Disabilities Act of 1990 prohibiting all public discrimination against persons with disabilities; the Age Discrimination Act of 1975 prohibiting age-based discrimination in federally funded activities; Executive Order 11063 prohibiting discrimination in disposition of properties owned or financed with federal funds, as amended by Executive Order 12259; and Executive Order 11246 regarding fair employment, as amended by Executive Orders 11375, 11478 and 12086; and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- C. The Equal Employment Opportunity Act of 1972 that created the Equal Employment Opportunity Commission, Equal Employment Opportunity and Affirmative Action requirement (EEO/AA); Grantee shall, in all solicitations or

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advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

12. **Relocation, Displacement, and Acquisition**

Grantee shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, in 24 CFR Part 42, 49 CFR Part 24, and 42 U.S. §5304(d) as they apply to the performance of this Agreement. Grantee agrees to comply with 24 CFR §570.606 relating to the acquisition and disposition of all real property utilizing grant funds and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

13. **The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3):**

The Grantee and any of its Subrecipients and/or Contractors shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulation at 24 CFR, Part 75. The responsibilities outlined in 24 CFR Part 75.19 include:

- A. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

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Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- C. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in 24 CFR Part 75.25(b), as appropriate, to reach the goals set forth in 24 CFR Part 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- D. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

14. **Environmental Compliance**

- A. Grantee shall comply with the California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000, et seq.) requirements as they apply to this project. CEQA reviews and determinations are the responsibility of local agencies and shall be administered by the Grantee as applicable.
- B. Grantee shall comply with the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., as amended, and 33 U.S.C. § 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.
- C. Grantee shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401, et seq.

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- D. Grantee shall comply with Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50 regarding air quality protections, as amended.
- E. Grantee shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001). Grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- F. Grantee shall comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and Section 401(b) of the Lead-Based Paint Poisoning Prevention Act of 1971. Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be required.
- G. Grantee shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), the Archaeological and Historical Preservation Act of 1974 (Public Law 93-291), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. Grantee shall also comply with federal Executive Order 11593 on the protection and enhancement of the cultural environment. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic

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property list.

- H. Grantee shall comply with all National Environmental Protection Act (NEPA) requirements as applicable to the performance of this Agreement as found in 24 CFR Part 50, 24 CFR Part 58, as applicable, and 40 CFR Parts 1500 – 1508. The CARES Act provides that CDBG-CV funds may be used to cover or reimburse allowable costs of eligible activities to prevent, prepare for, and respond to coronavirus incurred by a Grantee after January 21, 2020. However, Grantee shall not execute this Agreement nor receive reimbursement for pre-agreement eligible activity costs until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.
- I. This Agreement does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Grantee of an approval of the request for release of funds and certification from the Department under 24 CFR Part 50, 24 CFR Part 58, and 40 CFR 1500 - 1508. The provision of any funds to the project is conditioned on the Grantee's determination to proceed with, modify or cancel the project based on the results of the environmental review. The Grantee will not receive appropriate notice to proceed until they have successfully documented compliance with the applicable NEPA requirements, including public noticing and publishing.

15. **Procurement**

The Grantee shall comply with the procurement provisions in 2 CFR §200.317 – 200.326, Procurement Standards, as well as all other Administrative Requirements for Grants and Cooperative Agreements to state, local and federally recognized Indian tribal governments as set forth in 2 CFR Part 200, et seq., as applicable.

16. **Procurement of Recovered Materials**

- A. Grantee and the Grantee's contractors shall comply with Section 6002 of the Solid Waste Disposal Act of 1965, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain

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the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:

- 1) are not reasonably available in a reasonable period of time;
 - 2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - 3) are only available at an unreasonable price.
- B. This clause shall apply to items purchased under this Agreement or subsequent contract where:
- 1) the Contractor purchases in excess of \$10,000.00 of the item under this Agreement; or
 - 2) during the preceding federal fiscal year, the Contractor:
 - a) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and
 - b) purchased a total of in excess of \$10,000.00 of the item both under and outside that contract.

17. **Contracting and Labor Standards**

- A. Grantee shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- B. Grantee shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 51-58) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value,

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or compensation of any kind.

- C. Grantee shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

18. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Grantee shall ensure that the requirements of California Labor Code, Chapter 1, commencing with Section 1720, Part 7 [California Labor Code Sections 1720-1743] (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. Where funds provided through this Agreement are used for construction work or in support of construction work, the Grantee shall also ensure that the federal requirements of the Davis Bacon Act codified at 40 U.S.C. § 3141, et seq. (as amended), pertaining to federal labor standards and compliance, are met and documented. Grantee recognizes that multiple labor standards (both state prevailing wage and federal Davis-Bacon Act) may apply to the project and both standards must be satisfied.
- C. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Grantee and a licensed building contractor, the Grantee shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the

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Grantee will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

- D. The applicable wage rate determination on construction work will be the more restrictive of the rate prescribed in the California Labor Code Sections 1770-1784, or the Davis-Bacon Wage Determination.

19. Contractors and Subrecipients

- A. Grantee shall comply with 24 CFR Part 2424 and shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. Any agreement between the Grantee and any contractor or subrecipient shall include the terms and conditions in Appendix II of 2 CFR Part 200.
- C. Grantee shall ensure that any contract or subrecipient agreement includes clauses requiring the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Contract or subrecipient agreements must require that the Grantee is notified in the event that any required insurance is canceled, expired, or otherwise invalidated during the performance period of the contract or subrecipient agreement.
- D. Grantee shall require that contractors and subrecipients comply with the Drug-Free Workplace Act of 1988.

20. Requirements for Economic Development Activities

- A. Public Benefit Standards for Economic Development Activities: Per 24 CFR §570.482 (e) (f), (g) and §570.483(b)(4), the Grantee must comply with federal underwriting standards and must meet the public benefit standards for all

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CDBG Economic Development activities under 42 U.S. §5305(a)(17). The use of public benefit standards is mandatory.

- B. Anti-Job Pirating Certification: Pursuant to 24 CFR §570.482(h) CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one labor market area to another labor market area if the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs. Job loss of more than 500 employees is always considered significant. Job loss of 25 or fewer positions is never considered significant.

21. Rights to Inventions Made Under a Contract or Agreement

Grantee shall comply with and require the following in contracts and subrecipient agreements: If a Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

22. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance or additional assistance; or,
- B. Securing any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations or Program Guidelines with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

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23. **Reporting Requirements**

- A. Requirements: During the term of this Agreement, the Grantee must submit all CDBG program reports required by the Department, including quarterly activity, financial, and Program Income reports, semi-annual labor and compliance reports, annual performance reports, and other reports required by the Department or HUD. The Department reserves the right to request additional detail and support for any report made. Reports must be made according to the dates identified, unless otherwise specified at the discretion of the Department. The Grantee's performance under this Agreement will be evaluated in part on whether it has submitted the reports on a timely basis.
- B. Reporting Period: Grantee shall submit reports quarterly, and as required for semi-annual and annual reports, and shall continue to submit reports until such time that the activity is complete, a National Objective has been met and beneficiaries have been identified. The reporting period for this activity may extend beyond the Expenditure Deadline as defined in Exhibit A.
- C. Final Reporting Deadline: Grantee shall complete all required reporting for this activity no later than sixty (60) days after the expiration of the Expenditure Deadline. Extensions for final reporting must be approved in writing by the Department.
- D. Asset Reporting: Grantee shall report annually on the status of all assets (real and personal property, equipment, and vehicles) purchased in whole or in part with CDBG/CDBG-CV2/3 funds for no less than five years from the completion of the activity that generated the asset. Reporting shall continue until the property is disposed, fully depreciated, or, in the event of real property, the five-year commitment to a National Objective has been completed.

24. **Fiscal Controls**

Grantee shall be responsible for the internal control and monitoring of fiscal and programmatic/operational goals and procedures. The Grantee shall establish and maintain such fiscal controls and fund accounting procedures as required by federal regulations, or as may be deemed necessary by the Department to ensure the proper disbursement of, and accounting for, funds paid to the Grantee under this Agreement.

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- A. Deposit of Funds: Grantee shall maintain separate accounts within established bookkeeping systems for the deposit of CDBG -CV2/3 funds. All cash advances must be deposited in an interest-bearing account; any interest earned in excess of \$100.00 per year (which may be retained for related administrative expenses) must be returned at least quarterly to HUD via the Department. Deposits in minority banks are encouraged.
- B. Fund Management: Grantee shall deposit funds in an account requiring two signatures for disbursement and shall submit to the Department specimen signatures for all authorized signatories prior to receipt of funds;
- C. Fiscal Liability: Grantee shall be liable for all amounts which are determined to be due by the Department including, but not limited to, disallowed costs which are the result of Grantee's or its contractor's conduct under this Agreement. Grantee shall be notified in writing and shall be permitted to respond regarding any controversy or proceeding between the Department and HUD arising from this Agreement.
- D. Fiscal Records: All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail and shall be maintained as specified in Section 25 of this Agreement.
- E. Program Income: Any and all Program Income received by Grantee during the administration of this Agreement must be receipted and deposited into a separate Program Income account. Program Income funds may not be comingled with CDBG grant funds in a single account.

25. **Reversion of Assets**

Upon expiration of this Agreement, Grantee shall transfer to the Department any CDBG-CV2/3 funds, excluding Program Income, in Grantee's control at the time of expiration. Further, any real property under Grantee's control that was acquired and/or improved in whole or in part with CDBG/CDBG-CV2/3 funds (including CDBG-CV2/3 funds provided to the Grantee in the form of a loan and Program Income) in excess of \$35,000.00 shall be either:

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- A. Used to meet one of the National Objectives in 24 CFR Part 570 until five (5) years after expiration or closure of this Agreement, the length of time to be further prescribed by mutual agreement of the parties.
- B. Disposed of in such manner that Grantee is reimbursed in the amount of the fair market value of the property at the time of disposition of the property less any portion of the value attributable to expenditures of non-CDBG/CDBG-CV2/3 funds for acquisition and/or improvement of such property. The proceeds from such disposition is Program Income.

If the Grantee provides funds for the purchase or improvement of real property to a subrecipient that is a private non-profit organization, that subrecipient must further agree to a voluntary lien on above-referenced real property as to any CDBG/CDBG-CV2/3 funds received and that such lien will be notarized and recorded in the Office of the County Recorder where the real property is located.

26. **Monitoring Requirements**

The Department shall perform a program and/or fiscal monitoring of the CDBG--CV2/3 grant no less than once during the twenty-four (24) month expenditure period of this Agreement. The Grantee shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department to maintain program eligibility.

Grantees and applicable subrecipients shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the Department notifies the Grantee that the HCD contract has been closed according to the record retention requirements at 2 CFR §200.333.

Grantees and applicable subrecipients shall permit the State, federal government, the state Bureau of State Audits, the Department, and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

27. **Inspections of Grant Activity**

The Department reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and/or has been performed in

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accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Grantee shall inspect any grant activity performed by contractors and subrecipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.
- B. The Grantee agrees to require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

28. Signs

If the Grantee places signs stating that the activity is funded with private or public dollars and the Department is also providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

29. Insurance

- A. The Grantee shall have and maintain in full force and effect prior to the start of work, and at all times during the term of this Agreement such forms of insurance, at such levels as may be determined by the Grantee and the Department to be necessary for specific components of the grant activity(ies) described in Exhibit E. Prior to the commencement of any work, Grantee shall provide to the Department acceptable proof(s) of insurance confirming the required insurance coverages are in effect and naming the Department as an additional insured, where applicable. No insurance policy may be cancellable on less than thirty (30) calendar days prior notice to the insured and the Department. Grantees are responsible for requiring sufficient insurance, including but not limited to liability and workers compensation insurance, from all contractors and subrecipients. Grantees are recommended to be listed as an additional insured on policies held by contractors or subrecipients for the implementation of this award. Where a Grantee insurance policy is required to be purchased specifically for the execution or implementation of the activity funded through this award, the Department must be listed as an additional insured on the declarations page of the policy.

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B. Additional Coverages. In the event that Grantee, and/or any of its Subrecipients or Contractors, , will be engaging in any Hazardous Activity as part of the Collective Work contemplated by this Agreement, then the party(ies) engaging in any Hazard Activity(ies) shall provide to the Department, prior to commencement of any such activity(ies), such insurance coverages in such forms and in such amounts as the Department may require in its sole discretion. Such coverages are in addition to all other insurance coverages required by this Agreement, and shall be imposed on any Subrecipient and/or Contractor pursuant to the Subrecipient Agreement or Contract. For purposes of the provision, the term "Hazardous Activity" includes the following: (a) the removal, storage, and/or transportation of any "hazardous material", as such term is defined under federal, state, or local law, ordinance, regulation, or guideline, (b) the removal, storage, or transportation of lead-based paint, (c) blasting, (d) any activity which by its nature is abnormally dangerous, and (d) any "ultrahazardous activity" as defined in California case law. In addition to providing proof of such required coverages, the party(ies) engaging in the Hazardous Activity(ies) shall procure, at its expense prior to the commencement of any work, all required permits, licenses, consents, and approvals that are required for the lawful conduct of such activities, and shall provide adequate written proof thereof to the Department. No Hazardous Activity work may be commenced, or contracted for, prior to the provision of the required insurance coverages and licensure proof to the Department.

30. Anti-Lobbying Certification

Grantee shall comply with and require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant activity(ies) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, 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 an

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employee of a member of Congress in connection with the awarding of any federal contract, the 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 an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. **Conflict of Interest**

Pursuant to 24 CFR §570.489(h), no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG-CV2/3 activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, including members and delegates to the Congress of the United States may obtain a financial interest or benefit from a CDBG-CV2/3-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure, or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

32. **Obligations of Grantee with Respect to Certain Third-Party Relationships**

Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Program with respect to which assistance is being provided under this Agreement to the Grantee. The Grantee shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Grantee, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the

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assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. §5304(g)].

33. **Energy Policy and Conservation Act**

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

34. **California State Contracting Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03):**

- A. All contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a thirty (30)-day cancellation clause and the following provisions:
- 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of this Program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The department has the option to invalidate the contract under the thirty (30) day cancellation clause or to amend the contract to reflect any reduction in funds.

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- B. Exemptions from provisions A.1 through A.4 above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. California Government Code § 8546.4(e) provides that State agencies receiving federal funds shall be primarily responsible for arranging for federally required financial and compliance audits, and shall immediately notify the Director of Finance, the State Auditor, and the State Controller when they are required to obtain federally required financial and compliance audits.

EXHIBIT E

Award Number

20-CDBG-CV2-3-00097

PO Number**Profile**

cschlatter@cityofukiah.com

Section I

Activity Category

Community Development

Please select your application type:

Public Services

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program?

Modify Existing

If your activity is a facility project instead of a program, please indicate whether this is a new facility, expansion of an existing facility, or re-purposing of an existing facility.

Activity (CD)

05M - Health Services

National Objective (CD)

(LMA) Low/Mod Area Benefit

Section II

Choose the measure indicator from the list. Measure indicators, along with objectives and outcomes provide an organized and standardized process that HUD uses to measure the outcomes of CDBG programs. Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13.

<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>

Measure Indicator (P)

Persons Assisted

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit.

LMJ - Number of jobs created/retained.

Number of Beneficiaries

34,000

Presumed Benefit Types

Persons with living AIDS, Elderly Persons, Homeless Person, Migrant Farm Workers, Adults Meeting Bureau of Census' Definition of Severely Disabled Persons

Additional Benefit Types

Families, Veterans, Victims of Domestic Violence

Section III

Enter your legal jurisdiction name and activity title. Example: City of Los Angeles Community Food Bank. You MUST follow the required formatting. Applications not including a jurisdiction name will be disqualified.

Activity Title

Ukiah Valley Fire Authority Ambulance Purchase

Organization Name

City of Ukiah

Input the physical address of your organization, please do not use a P.O. Box.

Street Address

300 Seminary Avenue

Suite/Office #:**City:**

Ukiah

State

California

Zip Code:

95482

Section IV

Activity Information

Add the address of where the activity will take place. If this is the same as the organizational address, re-enter the organization address. If it is a general area (example: a stretch of street or an unregistered address) please get as close as possible to the actual activity location and indicate the accurate location information in the activity description.

Street Address:

1500 South State Street

Suite/Office #:**City:**

Ukiah

State

California

Zip Code:

95482

Statement of Need and Proposed Outcome

The Statement of Need presents facts and evidence to support the need for your activity. An effective need statement will describe the target populations to be served, define the community problem to be addressed, is related to the purposes and goals of your organization, includes quantitative and qualitative documentation and supporting information, does not make any unsupported assumptions, and describes the situation in terms that are factual. An effective Statement of Needs will describe the relationship between the needs and COVID-19 impacts in your communities. DO NOT COPY and PASTE prior narratives.

Statement of Need and Proposed Outcome Narrative:

The City of Ukiah and Ukiah Valley Fire District provide Emergency Medical Services (EMS) and Fire Protection throughout the Ukiah Valley through a Joint Powers Agreement. The JPA established the Ukiah Valley Fire Authority (UVFA) as the single entity for this joint provision of services, an area serving approximately 34,000 residents in the Ukiah Valley.

EMS and ambulance services in the Ukiah Valley and throughout Mendocino County have been severely constrained in recent years due to a lack of funding and resources. These resources have been further constrained as the need for these services has increased since and because of the COVID-19 pandemic. The increase in demand for ambulance services is driven by two primary factors: 1) An increase in sick patients, primarily in low- and moderate-income (LMI) communities who do not have access to primary health care; and 2) limited Intensive Care Unit (ICU) beds in hospitals countywide resulting in increased need to transfer seriously ill COVID-19 patients to other, non-local hospitals that have open ICU beds.

In addition to the COVID-19 pandemic stretching already limited ambulance services, existing UVFA ambulances are at the limits of their operational capacities. Of the UVFA's two current ambulances, one is 21 years old, and the other has over 200,000 miles. While these ambulances are useful for occasional back-up services, using them as primary ambulances for the UVFA, especially with the increase in volume of calls due to COVID-19, is significantly straining the capability of these vehicles.

The purchase of a new ambulance for the UVFA would enhance ambulance and EMS services in the Ukiah Valley, providing a safe and modern ambulance to address increasing service demands due to COVID-19. With insurance records showing 79% of the UVFA's ambulance patients as LMI, purchase of the ambulance with CDBG-CV2/CV3 funds is necessary for ensuring safe and equitable access to ambulance/health care services to LMI communities throughout the Ukiah Valley.

The Activity Description is a narrative that needs to include: how this activity relates to COVID-19 impacts, how this activity will help with flattening the curve of the pandemic, and/or how it will help in the response to the pandemic. This narrative is different than your statement of need narrative, and will focus on the implementation and results of your proposed activity.

The narrative must also include: a detailed description of the activity, why it is needed, who will benefit, activity location, how will the activity will be implemented, and when it will be complete.

Activity Description

Since the start of the COVID-19 pandemic, demand for Ukiah Valley Fire Authority (UVFA) ambulance services has significantly increased, resulting in severely stretched resources. The UVFA's two existing ambulances serve a population of approximately 34,000 residents in the Ukiah Valley, and one ambulance is 21 years old and the other has 200,000 miles. Both ambulances need to be replaced, but due to limited financial resources the City can only support purchase of one ambulance with its General Fund.

Purchase of a new ambulance with CDBG-CV2/CV3 funds will modernize the City's existing ambulance fleet and assist with flattening the curve by ensuring COVID-19 patients, particularly low- and moderate-income persons, are quickly and safely transported to hospitals for needed treatment. It will also assist in the transfer of critical COVID-19 patients to ICU beds.

In addition to providing better responsiveness to the increased demand due to COVID-19, purchase of a new ambulance may also assist with the countywide vaccination effort. Since the start of COVID-19 vaccination efforts, UVFA personnel have administered and stood by to administer COVID-19 vaccines at local vaccination clinics. UVFA personnel have also been available in case of allergic reactions or other complications from vaccines. Supporting these vaccination sites also means having an ambulance on scene and leaving only one of the two ambulances available for the Ukiah Valley's 34,000 residents. Purchase of a new ambulance would enable this vaccination support to continue without impairing the ability of the UVFA to provide ambulance services in the Ukiah Valley.

Upon hearing of the possibility of funding through the CDBG-CV2/CV3 NOFA, UVFA staff began researching manufacturers available through a cooperative purchase process, in compliance with federal procurement standards and regulations. Cooperative purchases of large equipment such as ambulances decrease the procurement timeline and generally decrease costs. UVFA staff also began specifying out the ambulance needed for the area. Both of these steps have since been completed. Additionally, UVFA staff has secured an independent price quote prepared for the City / UVFA for the cost of the ambulance at \$250,190.

If an award of CDBG-CV2/CV3 funding is received, UVFA will 1) take the procurement proposal to City Council for approval; 2) order the ambulance; and 3) take delivery of the new ambulance and put it into service. This process is expected to take approximately nine months and will be implemented immediately upon execution of the CDBG-CV2/CV3 standard agreement. All activities will be completed by July 31, 2022.

We want to make sure that all of our program partners have the resources, capacity, and tools to be successful. That includes, guidelines, strategic plans, operating manuals, implementation strategies, and other documentation that addresses how your program or project will be implemented. These plans do not need to be formal or adopted, but they should be implementable.

Provide a detailed narrative describing the steps to be taken to complete the activity (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

The narrative must include the deliverables that will be completed as part of this activity in relationship to the task descriptions (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes... etc.). This deliverable narrative should indicate your direct knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

In completing the Tasks and Deliverables narratives, the applicant should demonstrate a knowledge of the specific steps needed to achieve the desired outcome.

Detailed Scope of Work - Task and Deliverables Narrative

Step 1- Research manufacturers available by cooperative purchase (completed).

Step 2- Specify out the ambulance unit needed for the Ukiah Valley (completed).

Step 3- Upon an award and execution of the CDBG standard agreement, secure City Council approval on the procurement proposal.

Step 4- Order ambulance.

Step 5- Take delivery of ambulance and put into service.

Upon implementation of all activities, and expenditure of CDBG-CV2/CV3 funding, the City will complete closeout activities and submit the closeout package to HCD for approval.

Section V

It is a Department priority to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The following list of questions highlight items that you as the Grantee might be doing to address racial equity. If you have not started to address racial equity in your housing and community development projects and programs, this is an opportunity to describe your plans for how this funding will reduce disparities and increase racial equity in your communities. Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Has your jurisdiction completed an analysis of racial disparities in its programs that address housing insecurity, homelessness and economic insecurity?

No

How will you capture and analyze data to determine if you have disproportionate outcomes in your CDBG-CV funded project or program for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19?

The City of Ukiah will primarily capture and analyze data regarding disproportionate outcomes in CDBG-CV through the use of community-engagement forums, equity surveys, and personal communication from members of the City's newly-formed Equity and Diversity Committee. The 11-person Equity and Diversity Committee includes two City Council members and nine individuals who identify with or are members of organizations that represent the following demographic groups: Persons with lived experience of poverty (currently or formerly living at or below the poverty level, Persons with physical or mental disabilities, Persons from the LGBTQA community, Native American tribes and communities in Mendocino County, Persons from the Hispanic/Latino community, Persons of color, Persons whose primary language is not English, Youth 21 years and younger, and Seniors 65 years or older.

The Committee, seated on February 17, 2021, has been tasked with developing an action plan to foster diversity and equity in the organization and our community. The committee will review policies, practices, and procedures to promote and enhance equal participation and access to services. The Equity and Diversity committee serves in an advisory capacity to the City Council and City Manager.

How will you respond to identified disparities and use this funding to work toward racial equity in your CDBG-CV funded project or program?

The City of Ukiah will evaluate and respond to identified disparities through the goals, objectives, and strategies identified in the City-wide comprehensive equity action plan developed by the City of Ukiah's Equity and Diversity Committee. Ongoing progress to meet racial equity goals will be evaluated during the committee's annual review process.

The City of Ukiah is comprised of 38.7% Hispanic/Latino persons. Hispanic/Latino and Persons of Color individuals have been disproportionately affected by COVID-19. The CDBG grant funds for the purchase of the ambulance for Ukiah Valley Fire Authority will ensure of continuing of services, including access to COVID resources, for those who have been disproportionately affected by COVID including persons of color and Hispanic/Latino persons.

Does your organization have requirements for all subrecipients to look at data to determine racial disparities in its programs?

No

Does your organization have requirements for all subrecipients to put a plan in place to address racial disparities if they exist?

No

Identify and describe how people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color will access your CDBG-CV funded project or program.

Do you have Formal partnerships such as MOUs or subrecipient agreements with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Formal Partnerships you have:

The City of Ukiah has a Memorandum of Understanding with the Coyote Valley Band of Pomo Indians to use the Pomo Indians Band's gym for the City's league youth and adult basketball activities. In exchange for this use, tribal members and their children are provided free registration into all City youth and adult sports leagues, swim lessons, and other recreation activities.

Do you have Informal partnerships with organizations serving people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative about the Informal Partnerships you have:

The City partners with the local Community Action Agency North Coast Opportunities, Mendocino County Continuum of Care, Mendocino Latinx, and other organizations.

Do you have Materials in multiple language and accessible on jurisdiction website?

Yes

Please provide a list and links to the materials in multiple languages:

Although not all the City's materials are available in multiple languages, the City has made significant progress over recent years to improve access to multiple language materials. The City maintains a contract with LanguageLine to provide interpretation services. The City also employs several bilingual English-Spanish speaking staff in its customer service department to assist monolingual Spanish-speaking residents with access to City services. Advertising for major events hosted by the City is usually in English and Spanish, including posts on the City's Facebook page.

Do you have Communications campaigns on social media, radio, television or flyers targeted to people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color?

Yes

Please provide a narrative and any applicable links for the communications campaigns:

The City regularly participates in communication campaigns on social media, radio, television, and flyers to target persons of protected classes. Recent efforts include: media campaigns to share vaccination/COVID-19 information to the Latino/Latina/Latinx community, partnering with numerous other agencies to share multilingual U.S. Census information to targeted communities, and recruitment for the City's Equity and Diversity Committee. Other efforts include the City Council adopting a resolution to recognize February as Black History Month and a recent partnership with California Listos and other nonprofits and local artists to create a public art project promoting culturally thoughtful emergency preparedness messaging in the City's downtown Alex Thomas Plaza.

Do you have any 'other' means not listed for people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color accessing your CDBG-CV funded project or program?

No

How are the voices of people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing disproportionate outcomes in local projects and programs?

Does your jurisdiction have an advisory body for community level planning and decision making (e.g. Housing Advisory Committee, Community Planning Advisory Committee)?

No

Do residents of your jurisdiction have access to any type of Boards and Commissions training to increase the political participation and decision-making power of low-income communities and communities of color? (e.g. Boards and Commissions Leadership Institute, Public Boards and Commissions Training)

No

Have culturally specific organizations (those addressing the needs of protected classes) have been involved in developing your jurisdiction's COVID-19 response strategy, including plans, programming, and service provision?

No

Has your organization taken steps to ensure these funds are accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs?

No

Will your organization use these funds to address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?

No

List your partner organizations that are addressing racial equity in the housing and homelessness response system, the economic development sector and the health care sector and how do you partner with them.

Organization Name:

Mendocino Latinx

Partnership Type:

Informal

Number of years in this type of partnership:

2

Group(s) Served:

Latinx

Do you have additional partners to list?

Yes

Organization Name:

Coyote Valley Band of Pomo Indians

Partnership Type:

Formal

Number of years in this type of partnership:

15

Group(s) Served:

Native American

Will your organization or chosen subrecipient be hiring staff for the CDBG-CV funded project or program?

No

Section VI

Milestones

Milestones are the progress markers or performance indicators that indicate progress toward the completion of your activity. Milestones may directly relate to your task narrative and are enforceable through the standard agreement. Each activity must include at least a starting and a completion milestone, with a description of the milestone and a date. Additional milestones are optional and strongly encouraged.

If you enter milestones for your activity and those milestones are approved your milestones will supersede the HCD default milestones. Please note that if you do not elect to identify activity specific milestones in your application, HCD will default to the milestones in the CDBG-CV2 NOFA.

Default HCD Milestones are:

Milestone #1: Activity Start Up (Mandatory Milestone)

Milestone #2: 20% Expenditure Completion Date: June 1, 2021

Milestone #3: 50% Expenditure Completion Date: December 1, 2021

Milestone #4: 80% Expenditure Completion Date: May 1, 2022

Milestone #5: 100% Expenditure Completion Date: August 1, 2022 (Mandatory Milestone)

Milestone #1 - Activity Start

Activity Start up

Milestone #1 Completion Date

06/01/2021

Do you want to add additional optional milestones?

Yes

Milestone #2 (optional)

Secure City Council approval of ambulance procurement proposal.

Milestone #2 Completion Date (optional)

06/16/2021

Milestone #3 (optional)

Order ambulance.

Milestone #3 Completion Date (optional)

06/17/2021

Milestone #4 (optional)

Secure delivery of ambulance and put into service.

Milestone #4 Completion Date (optional)

03/25/2022

Milestone #5 (optional)

100% expenditure completion.

Milestone #5 Completion Date (optional)

04/22/2022

Milestone #6 (optional)

Milestone #6 Completion Date (optional)

Milestone #7 (optional)

Milestone #7 Completion Date (optional)

Milestone #8 (optional)

Milestone #8 Completion Date (optional)

Milestone #9 (optional)

Milestone #9 Completion Date (optional)

Milestone #10 - Confirmation of Closeout

Complete CDBG contract closeout activities.

Milestone #10 - Confirmation of Closeout Completion Date

07/29/2022

Readiness Criteria

Collaborators and Partners

Partnerships and collaborations are supported and in many cases encouraged in implementing your COVID-19 related activity. Please indicate what types of partnerships you will be using in implementing your activity in the check-boxes and include a list of all of the different partners and collaborators including whether you have a formal or informal partnership agreement in the narrative section. Please upload and fully executed formal agreements as applicable.

If you are doing an activity in response to homelessness or to support persons experiencing homelessness you must coordinate with your Continuum of Care and identify them as a participating partner in this application. You will be required to track duplication of benefits in coordination with your Continuum of Care.

List of collaborators/partners

Other Local Government (county or city), Non-Profit Service Providers, Local Government Agencies (Departments)

Provide a narrative listing your partners and collaborators:

The City of Ukiah and Ukiah Valley Fire District partner to provide Fire and EMS services through a single entity, the Ukiah Valley Fire Authority, and a Joint Powers Agreement. A copy of this JPA is attached.

In addition to this formal partnership, the Ukiah Valley Fire Authority collaborates with several entities throughout the Ukiah Valley to deliver emergency services. A list of these collaborators include the following:

Hopland Fire District
Redwood Valley-Capella Fire District
Potter Valley Fire District
Anderson Valley Fire District
Anderson Valley Ambulance
Little Lake Fire District
Adventist Ukiah Valley Medical center
Adventist Howard Memorial Hospital
Coastal Valleys EMS

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Current (2020) Joint Management Agreement.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Threshold Criteria

Site Control

Some activities require proof of physical site control while others require proof of control of the resources necessary to complete the activity. For example, a service that provides delivered meals will need to have "control" of a vehicle for deliveries. In the narrative box, explain what type of site control will be necessary for your activity. Upload the applicable proof of site control.

If you believe no site control is required for your activity, indicate that in the narrative and explain why no site control is necessary for your activity.

Description of site control of the facility or means to conduct the services:

Site control is not applicable for the purchase of the ambulance for the Ukiah Valley Fire Authority. An ambulance will be purchased to increase the capacity and responsiveness of Emergency Medical Services performed by the Ukiah Valley Fire Authority. Use or purchase of real property for this activity is not needed, and as such, site control is not applicable.

Upload Site Control Supporting Documentation

Federal funds may not be used to pay contractors, non-profits, or agencies that are federally debarred. Provide a proof of no-debarment for each agency, contractor, non-profit, or company that will receive funding or be paid out of this grant. Individuals that are not a business do not need to be checked.

Use <https://www.sam.gov/SAM/> to check for excluded parties and upload proof that contractors etc. are not debarred.

If you do not yet know who your contractors or subrecipients will be, you do not need to show proof of debarment check at application. However you will be required to check for debarment prior to contract or subrecipient agreement execution.

Debarment checks that do not show results will not be accepted. All parties must be registered in [SAM.Gov](#). Unregistered: consultants, contractors, partners, or subrecipients will not be eligible for reimbursement.

Upload your Debarment Check

SAM Search results- City of Ukiah (debarment).pdf

Upload additional Debarment Check Documentation

Upload an executed Statement of Assurances and Compliance. The template is found in the [Files tab](#) under the program solicitation. Please make sure the statement is completed with your jurisdiction's information and that the document has the specific CDBG-CV2 designation in the footer. The Statement of Assurances and Compliance is a legally binding document.

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 *

CDBG-CV Certifications and Assurances- City of Ukiah.pdf

Use the updated Citizen Participation Requirements document at <https://www.hcd.ca.gov/policy-research/plans-reports/docs/Final-Citizen-Participation-Requirements-for-the-State's-Annually-Appropriated-Federal-Programs-Plans-and-Reports.pdf> to complete your public participation. Use the guidance on holding public hearings and meetings during a disaster to ensure your organization complies with public health priorities.

Use the Citizen Participation reference documentation in the Files tab of the solicitation for additional information on Limited English Proficiency (LEP) and a sample public notice.

Per 24 CFR §570.486 <https://www.law.cornell.edu/cfr/text/24/570.486> the public notice should contain at the minimum, the amount of CDBG funds being requested, the amount of PI funds being used (if applicable), the range of activities that will be performed, the address, phone number, and times of the meeting.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements?

Yes

Upload Citizen Participation Proof of Public Notice

City of Ukiah CDBG-CV2.CV3 Proof of Public Notice.pdf

Upload Public meeting/hearing presentation/handout materials

AppSubmittal Public Hearing- agenda.staffreport.minutes.pdf

Upload Public Comment and Responses

AppSubmittal Public Hearing- description.nocomments.pdf

Use the approved sample resolution from the Files tab of the Solicitation. Do not modify the sample language in the resolution.

Upload Approved Resolution for Application

Ukiah Reso. No. 2021-03 CDBG-CV2.CV3 applications submittal.pdf

Download the FI\$CAL TIN from the Files tab in the Solicitation. Do not use P.O. Box addresses on the TIN. Make sure the TIN includes the official name of your jurisdiction.

FI\$CAL TIN FORM**Upload CA TIN Verification Form**

Ukiah CA Fiscal TIN Form.pdf

Monitoring and Compliance**Are all single audit findings cleared or in remediation?**

N/A - Not required to submit

Are all HCD CDBG program monitoring findings cleared or in remediation?

N/A (no audit finding or not required to submit single audit)

Are you in compliance with all existing HCD award agreements?

N/A (no audit finding or not required to submit single audit)

Environmental

Use the Environment Review forms located on HUD's website at <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview> to complete your environmental review. Note that even General Administration requires a statement of exemption. Upload the correct level of environmental review for your activity and a statement of exemption for any General Administration that you intend to use.

If the level of review for your activity is an Environmental Assessment or Environmental Impact Study, please upload the assessment or study plus consultation letters, identified mitigations, and/or conditions of approval. Please do not upload the entire environmental review record if it is more than 50 pages. Do upload any noticing FONSI/RROF or NOIRROF and Authorization to Use Funds if available that corresponds with the activity's appropriate level of review. Acceptable formats of these forms can be located at <https://www.hudexchange.info/programs/environmental-review/>. To determine the correct level of review go to HUD's environmental review overview page <https://www.hudexchange.info/programs/environmental-review/orientation-to-environmental-reviews/#overview>. Please make sure your Environmental Review is definitive in findings and that the program/project description matches the activity description in this application. Environmental reviews with inadequate project/program descriptions, findings that are not definitive or that have squishy language, do not adequately or correctly identify mitigations, did not complete required consultations, or that have other material deficiencies may result in disqualification.

Upload Activity NEPA Compliance

NEPA ER- CENST- UVFA ambulance purchase.pdf

Upload General Administration NEPA Compliance**Upload additional proof of NEPA Compliance**

Section VII**Budget and Duplication of Benefits**

You are expected to provide two activity budgets. There is a CDBG specific budget that you will complete as part of your application in the eCivis Grants Network. That budget is linked below and must be completed before you submit your application. You ALSO need to complete a full activity budget. Your full activity budget should use the sources and uses Excel template included in the Files tab in the Solicitation. You may use your own excel budget, provided it includes all of the sources and uses that will be included in your activity. Include line items for each component of your activity. Identify all funding sources that will be used to fund your activity including other federal and state funding, local funding, foundation or non-profit funding, donations and any other cash resources. Do not include in-kind donations or volunteer time.

This template will also be used to evaluate your duplication of benefits. Indicate in the template where you project increased utilization of your public services if you are proposing a public service activity.

Your complete activity budget narrative should include information about how the activity will be funded and whether or not the activity is viable if other funding sources are not available and the activity is only partially funded. For instance can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Make sure

the budget narrative has a relationship to the tasks and deliverables described above. The narrative should provide information about how the CDBG funding will only be used to support a new activity, a modified existing activity, or an addition of a new type activity.

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Do you have program income not already included and committed in a CDBG activity?

No

Budget Narrative:

The City of Ukiah proposes the funding of a purchase of a new ambulance for the Ukiah Valley Fire Authority. The total project cost is estimated to be approximately \$250,190 and will be funded by CDBG funds from CDBG COVID Rounds 2 and 3 and the City's General Fund.

An independent cost estimate for a new ambulance was secured from RedSky Emergency Vehicles and listed the cost of one ambulance at \$231,925, plus tax of 7.875% on the new ambulance of \$18,265, for a total estimated cost at \$250,190.

CDBG-CV2/CV3 is expected to fund most of the cost of the ambulance purchase, at \$141,648. The City's General Fund will fund the remainder of the project cost at \$108,542. No program income is committed for the project, because program income has already been committed to a Business Assistance program applied for and awarded by HCD in response to the 2019-2020 CDBG NOFA. If CDBG funds are reduced or not available, the purchase of the ambulance may not be possible as the City does not have adequate General Fund dollars to fund the remainder of the project.

Upload Cost Allocation Plan (if applicable)

Upload Duplication of Benefit Tracker Form (in Excel)

Duplication of Benefit Tracking - ambulance purchase.xlsx

You will be responsible for documenting compliance with HUD's duplication of benefit requirements. You can find additional information about how to track duplication of benefits at the following link: [HUD DOB](#)

[See a Duplication of Benefits Policy sample in the Files tab of the Solicitation](#)

Include a brief narrative explaining how you plan to track for duplication of benefits in your activity.

Duplication of benefits will be addressed prior to procurement of the ambulance to ensure no financial assistance has been received or is available to pay costs of the ambulance charged to the CDBG-CV grant. This will primarily be accomplished through implementation of the City of Ukiah's Duplication of Benefits Policy, attached to this application.

The DOB Policy provides that, prior to ordering the ambulance, the Ukiah Valley Fire Authority complete a Duplication of Benefits Affidavit. The affidavit acknowledges the City's requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative. In the event the activity moves forward and is approved, in whole or in part, the UVFA may be required to sign a Subrogation Agreement to address any identified concerns around the potential for future duplication.

Upload your duplication of benefits tracking policy

City of Ukiah DOB policy- UVFA ambulance purchase.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Supporting Doc- ind. cost estimate- ambulance.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Have you completed and submitted your eCivis Grants Network budget worksheet?

Yes

Total Grant Dollars Requested CDBG CV-2/CV-3 Budget:

\$141,648.00

View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/5D3BFB31-81C7-4350-8591-8661ACB06EA9>

Application Goals

View Application Goals

<https://portal.ecivis.com/#/peerGoals/7A6065F6-FF02-4532-B80C-90493DFCF730>

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By typing my name in the field below, I hereby certify that this application is true and complete to the best of my knowledge.:

Craig Schlatter

Average Score

0.00

of Reviews

1

of Denials

0

Original Submission Date (for re-submissions)

Exhibit E - Budget

Applications: File Attachments

Upload Service Area Map

Service area doc- UVFA ambulance purchase.pdf

Upload Executed MOU/Partnership Agreement/Multi-Agency Agreement

Current (2020) Joint Management Agreement.pdf

Upload your Debarment Check

SAM Search results- City of Ukiah (debarment).pdf

Upload your Statement of Assurances and Compliance with 2 CFR Part 200 *

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Duplication of Benefit Tracking - ambulance purchase.xlsx

Upload your duplication of benefits tracking policy

City of Ukiah DOB policy- UVFA ambulance purchase.pdf

Miscellaneous supporting documentation (photos, maps, renderings, newspaper articles, etc.)

Supporting Doc- ind. cost estimate- ambulance.pdf



AMBULANCE PURCHASE FOR UKIAH VALLEY FIRE AUTHORITY DOCUMENTATION OF SERVICE AREA

The Ukiah Valley Fire Authority (UVFA) provides ambulance services throughout the service area in the attached map. Although this service territory is not a majority Low and Moderate Income area (LMA), UVFA Fire Chief Douglas Hutchison reports that insurance records demonstrate the majority of ambulance transports are primarily Low and Moderate Income persons. For example, the Chief reports 79% of patients are insured through Medicare or Medi-CAL (Medicaid).

In email correspondence with CDBG Housing and Community Specialist II Felicity Gasser on February 23, 2021 (Attachment 1), Ms. Gasser indicated that documentation of insurance records for the UVFA ambulance service would be sufficient to demonstrate LMA for the ambulance service area. Ms. Gasser also stated the City should submit a map of the ambulance service area.

In accordance with this request, a letter from Chief Hutchison (Attachment 2) and map of the UVFA ambulance service territory (green shaded areas of Attachment 3) are attached. The Chief estimates the service territory to serve a population of approximately 34,000.

Craig Schlatter

From: Craig Schlatter
Sent: Tuesday, February 23, 2021 12:50 PM
To: Gasser, Felicity@HCD
Subject: RE: question about CDBG alternative data LMA justification (CDBG-CV2/3)

Thank you for your email, Felicity. We will proceed as you have outlined.

Thanks also for getting back to me so quickly. Much appreciated, especially as I know how busy you all are!

Craig

From: Gasser, Felicity@HCD [mailto:Felicity.Gasser@hcd.ca.gov]
Sent: Tuesday, February 23, 2021 11:58 AM
To: Craig Schlatter <cschlatter@cityofukiah.com>
Subject: RE: question about CDBG alternative data LMA justification (CDBG-CV2/3)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Documentation of those insurance records for your ambulance service will be sufficient to demonstrate LMA for your ambulance service area. This could be in the form of a letter from your Fire Chief. If he/she can provide a report that lists the insurance reporting to accompany that letter, that would be even better. In addition to this, please submit a map of the service area for your ambulance service.

You may wish to include this email in what you submit as documentation of the direction provided to you by HCD staff, so that it is clear to application reviewers that what you submitted to HCD was at the recommendation from our team.

Thanks,
Felicity



Felicity Gasser

Housing and Community Development Specialist II - Federal Programs
Division of Financial Assistance
Housing & Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833
Cell Phone: 707.393.9189
Pronouns: she/her



From: Craig Schlatter <cschlatter@cityofukiah.com>
Sent: Monday, February 22, 2021 3:49 PM
To: Gasser, Felicity@HCD <Felicity.Gasser@hcd.ca.gov>
Subject: question about CDBG alternative data LMA justification (CDBG-CV2/3)

Hi Felicity,

I've been working with Jessica on a question related to proving area benefit for the possible purchase of a new ambulance with CDBG CV2/3 funds. The area the ambulance serves is not majority LMI. However, we do have local data that the number of people who use ambulance services are majority LMI.

My question is this- what type of data are you looking for to prove income eligibility for this activity? I have received the following recent data from our Fire Chief (the Fire Authority operates the EMS services in our region): of the 81 billed transports since March 2020 (when we reestablished billing) 56 (69%) are Medicare or Medi-Cal, 8 (10%) are commercial insurance, 8 (10%) are private pay- no insurance, 4 (5%) are V.A., and 4 are under review.

Is this information adequate for proving this activity is eligible? If not, what is HCD looking for?

If it's easier to hop on a phone call to discuss, I am around this week- just let me know.

Thanks,
Craig



Craig Schlatter, Director

Department of Community Development

300 Seminary Ave. Ukiah, CA 95482

P: (707) 463-6219 F: (707) 463-6204

www.cityofukiah.com/community-development [\[cityofukiah.com\]](http://cityofukiah.com)



Participate in the City's 2040 General Plan Update! Visit <http://Ukiah2040.com> [\[ukiah2040.com\]](http://ukiah2040.com)



UKIAH VALLEY FIRE AUTHORITY

1500 SOUTH STATE STREET

UKIAH, CA 95482-6709

Phone: (707)462-7921 ♦ Fax: (707)462-2938 ♦ Email: uvfd@sonic.net

11 March 2021

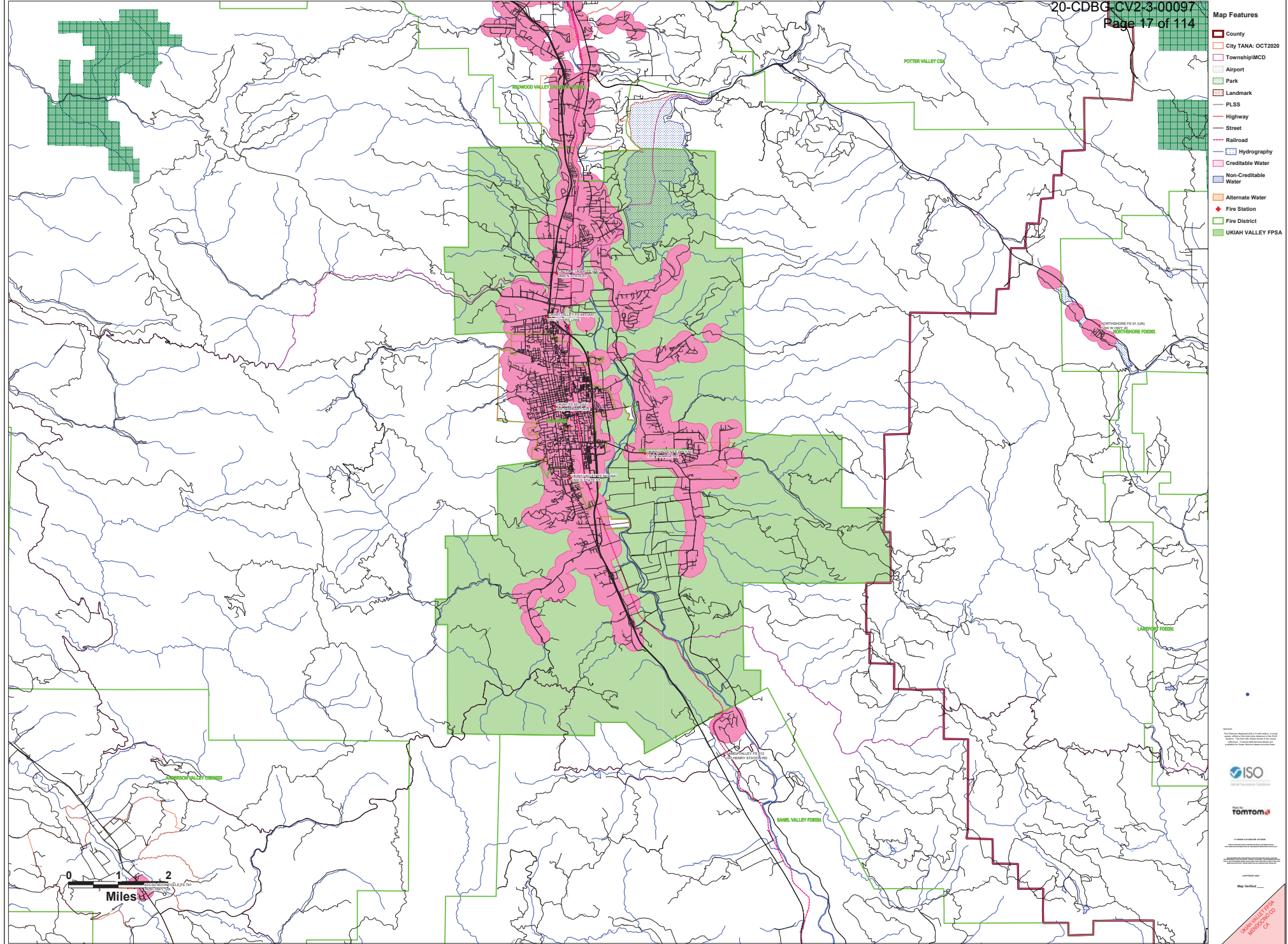
To Whom It May Concern:

This letter is in regards to those who utilize the Ukiah Valley Fire Authority's Ambulance Service.

Per our billing records from Systems Designs Inc., those we serve have the following breakdown of insurance coverage; 54% are Medicare, 25% are Medi-CAL (Medicaid), 8% are commercial insurance, and 13% are self-pay (no insurance). Thus you can see that fully 79% of our patients qualify for low income status. Those in the self-pay category, are likely in the low-moderate income range with too much income to qualify for government subsidized assistance, but not enough to afford commercial insurance.

Doug Hutchison

Fire Chief/EMT-P



AGREEMENT FOR SHARED MANAGEMENT OF FIRE DEPARTMENTS

THIS AGREEMENT becomes effective on July 1, 2017 ("Effective Date") in Ukiah, California, between the City of Ukiah, a general law municipal corporation ("City") and the Ukiah Valley Fire Protection District, a California fire protection district formed pursuant to Health and Safety Code Sections 13800 et seq. ("District"), (collectively the "Parties" and individually "Party"), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California.

WITNESSETH:

WHEREAS, the Parties are each empowered by law to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities to provide fire, medical, and other emergency services; and

WHEREAS, the Parties desire to maximize use of the existing resources, create cost containment opportunities, reduce duplication, maintain local control and continue to deliver fire, medical, and other emergency services at a high level of service; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Parties are authorized to jointly exercise their powers pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California.

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as Follows:

Section 1. Purpose

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the "Act," to permit the joint exercise of certain powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating fire, medical, and other emergency services to said Parties. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. The Parties may use the designation "Ukiah Valley Fire Authority" to identify the provision of the services provided under this Agreement, including on equipment, uniforms, buildings, letterhead, phone and other directories; provided, however, that the use of such designation shall not be deemed to create a separate legal entity or to change the liability of the Parties or change the contractual obligations of the Parties under this or any other agreements. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

The legislative bodies of the Parties shall jointly meet a minimum of twice a year to review the activities and operation of this Agreement including a joint review of the annual budget development and a mid-fiscal year review. The Parties may call for additional joint meetings, as may be needed from time to time.

Section 2. Service Level

The Parties shall jointly coordinate an emergency response system inclusive of emergency medical response (EMS), structural firefighting, wildland firefighting, public education, hazardous material response, disaster response, rescue, fire prevention inspections, fire investigations and related public safety, managerial and administrative services, to the extent and in the manner consistent with this Agreement and approved annual budgets.

Section 3. Term

This Agreement shall become effective as of July 1, 2017 and shall be binding upon all parties hereto, and shall

thereafter continue in full force and effect until such time as the Parties agree to terminate the Agreement, in the manner set forth in Section 9 or 10.

Section 4. Fire Executive Committee

- A. The Parties hereby agree that the duties set forth in Section 5 of this Agreement shall be conducted by an administrative entity to be known as the "Fire Executive Committee" whose membership shall consist of two appointees from each Party's legislative bodies.
- B. Meeting of the Fire Executive Committee
1. Regular Meetings of the Fire Executive Committee.
The Fire Executive Committee shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Fire Executive Committee may call special meetings, as may be needed from time to time.
 2. The entire Fire Executive Committee shall constitute a quorum for the transaction of business. A majority vote of the members of the Fire Executive Committee is required to take action, although a lesser number of the Fire Executive Committee may adjourn for lack of a quorum.
 3. The Fire Executive Committee shall comply with the Brown Act.
 4. For those duties of Fire Executive Committee requiring collaboration, the term "collaboration", "collaborate," or "collaborative" shall mean the meaningful and timely process of the members each seeking, discussing, and considering carefully the information and views of each Party in a manner that is cognizant of all Parties' values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the members shall be conducted in a way that is mutually respectful of each Party's discretionary authority. If agreement cannot reasonably be reached among the members with respect to any particular, necessary action concerning matters within the discretionary authority of a particular Party to this Agreement, then the Party with discretionary authority shall take the action it determines appropriate in the exercise of its discretion.

Section 5. Powers and Duties of the Fire Executive Committee

A. Common Powers

The Parties shall retain the legislative authority to exercise their common powers for the purposes of this Agreement. The Parties do not intend the Fire Executive Committee to be a legal entity, separate and apart from the Parties. The Fire Executive Committee is not a joint powers agency or authority, partnership, joint venture, or joint enterprise of any kind.

B. Duties

The Fire Executive Committee shall take any and all actions within its authority as specified in this Agreement necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:

1. Jointly develop and recommend to their respective legislative bodies an annual budget and cost apportionment plan for each of the Parties to participate in the cooperative efforts contemplated by this Agreement; and
2. Collaborate to ensure the cost for services are equitably shared among those receiving and/or benefiting from the services provided for under this Agreement; and
3. Collaborate with the employing Party regarding the appointment of the Fire Chief, who shall be responsible for coordinating and overseeing the cooperative efforts of the Parties in providing fire, medical and other emergency services in each jurisdiction, in a manner consistent with this Agreement; and
4. Collaborate to determine recommended service levels, facilities, apparatus, equipment and personnel in furtherance of each Party's participation in the cooperative efforts contemplated by this Agreement; and
5. Collaborate to identify and recommend comprehensive approaches for shared fire, medical, and other emergency services between the Parties including, but not limited to governance, personnel, apparatus, equipment and facilities; and
6. Collaborate to identify and recommend fire and emergency medical service policies, ordinances, and fees consistent with the cooperative efforts contemplated by this Agreement.

Section 6. Key Management Services

The services identified below ("Key Management Personnel/Services") shall be subject to this Agreement:

A. Fire Chief

1. The Fire Chief shall provide general administration and oversight of the City and District Fire Departments, all in accordance with the requirements and expectations of this Agreement, statutory law, local ordinances, applicable City and District rules and regulations and the customary duties of a Fire Chief.
2. The Fire Executive Committee identified in Section 4 of this agreement shall provide advisory support to the Fire Chief. The Fire Chief shall coordinate and cooperate with each Party regarding the performance of services within their respective jurisdiction. Each Party shall provide direction to the Fire Chief regarding services or any desired special projects to be performed for each Party. The Fire Executive Committee shall collaborate regarding directions from their respective Parties, for the purpose of avoiding conflicting guidance or creating conflicts relating to priority of services.

B. Financial and General Services

1. The City agrees to provide financial and general services to the District for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as may be deemed necessary by the District.
2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless otherwise directed by the District in writing. The District shall be responsible for and for understanding the financial and other activities and information performed or related to the services provided by the City to the District under this Agreement. The City is not performing these services as the District's agent but as a service provider and the parties agree that the City does not assume a fiduciary duty to the District in the performance of these financial and general services.
3. The District shall compensate the City for Financial and General Services as approved in the annual Cost Apportionment Plan.

Section 7. Budget and Cost Apportionment Plan

- A. The Parties, in adopting their annual budgets, will determine the specific expenditures and costs to be shared among the Parties (the "Cost Apportionment Plan"). The Cost Apportionment Plan shall be developed by the Fire Executive Committee and recommended for approval by the Parties. Payment and credits under the Cost Apportionment Plan shall be based on actual expenditures.
- B. The Fire Executive Committee has the authority to fully implement the approved Budget and Cost Apportionment Plan. The Fire Chief, with the approval of Fire Executive Committee, may recommend expenditures and transfers or adjustments of amounts authorized by the Cost Apportionment Plan. However, neither the Fire Chief nor Fire Executive Committee may exceed the personnel staffing authorized except for temporary, strike team or emergency positions, either in number, position classification, or salary. In addition, neither the Fire Chief nor Fire Executive Committee may increase the total amount of the approved expenditure budget without the approval of the legislative body of each Party.

Section 8. Services to Other Agencies

The Fire Executive Committee, through this Agreement may recommend that the Parties provide fire, medical, and/or other emergency services to other agencies that are not already a party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties. The charges for such services shall be determined in accordance with the authority of the Parties under the provisions of Government Code section 55631, et seq.

Section 9. Withdrawal; Termination

A Party may withdraw as a party to this Agreement without penalty upon a minimum of 18 months notice with a

July 1st effective date unless otherwise agreed to by both Parties. Such withdrawing Party shall perform all obligations under this Agreement until the noticed July 1 date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations arising prior to the July 1 withdrawal date,

Section 10. Dissolution

The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the parties unanimously agree to terminate the Agreement. If the Parties have accumulated any assets relating to the shared management of fire, medical, and other emergency services prior to termination, such assets shall be distributed among the Parties per their respective contributions, unless the Parties may otherwise agree.

Section 11. Amendment to Agreement

The Fire Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Fire Executive Committee shall forward the proposed amendment with its recommendation to the legislative body of each party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to Fire Executive Committee if the party concurs with the amendment. This Section 11 shall not prevent the Parties from adopting an amendment to this agreement that is not recommended by the Fire Executive Committee.

Section 12. Additional Parties to the Agreement

Agencies, as defined in the Act, which are not parties hereto, may become Parties hereto only by amendment to this Agreement and upon approval of all the Parties to this Agreement.

Section 13. Notices

Whenever notice or other communication is permitted or required by this agreement, it shall be deemed given when personally delivered or when received, if delivered by overnight courier or email, if receipt is acknowledged in writing, or 48 hours after it is deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

To City: City of Ukiah
 300 Seminary Ave.
 Ukiah, CA 95482
 Email:
 Attention: Mayor and City Manager

To District: Ukiah Valley Fire District
 1500 South State Street
 Ukiah, CA 95482
 Email:
 Attention: Board Chair

A Party may change the address and email address to which notices shall be sent by giving notice of the change as provided herein.

Section 14. Severability

Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 15. Hold Harmless and Indemnity

Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or

agents.

Each party hereby agrees to defend itself from any claim, action or proceeding by third parties arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.

As required by Section 17 herein, the Parties are responsible to provide workers compensation insurance for injuries sustained in the normal course and scope of their respective employees' performance of services. The Parties waive any right of subrogation against each other for any and all losses sustained by the Parties, subject to such workers compensation coverage. The Parties further acknowledge that the so-called "firefighter's rule" regarding primary assumption of risk generally prevents public safety officers employed by one agency, or their agency itself, from being exposed to liability for injuries suffered by public safety officers employed by another agency in the line of duty. To the extent any such claims of liability or actions are brought by any employee(s) of one Party against another Party to this Agreement, or such other Party sustains any losses thereby, the Party employing such claimant(s) shall indemnify the other Party for any such claims, actions, or losses.

For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers.

Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

Section 16. Legal Representation and Advice

In the course of providing fire and emergency services in accordance with this Agreement, each Party shall seek legal counsel regarding legal matters or issues from their respective counsel. In the event that a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation, and the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties.

Section 17. Insurance

Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency such as the Redwood Empire Municipal Insurance Fund with limits as shown.

A. Workers' Compensation:

A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

B. Comprehensive General and Automobile Liability Insurance:

This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

Additional Named Insured:

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

C. Policies Primary and non-Contributory:

All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

Section 18. Mediation

Should any dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the Parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by an agreed-upon service or parties themselves. The mediator shall be selected by a "blindfolded" process. The cost of mediation shall be borne equally by the Parties. No Party shall be deemed the prevailing party. No Party shall be permitted to file a legal action without first meeting in mediation in making a good-faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall not last more than 60 days, unless the 60 day period is extended in writing by the Parties.

Section 19. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 20. Successors

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 21. Warranty of Legal Authority

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

Section 22. Assignment/Delegation

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Section 23. No Third-Party Beneficiary

This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

Section 24. Governing Law

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

Section 25. Agreement Controlling

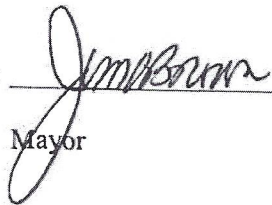
In the event of a conflict between the provisions of the text of this Agreement, the provisions of the text shall prevail.

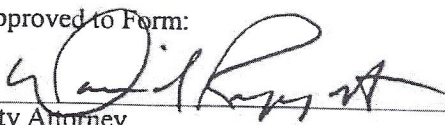
Section 26. Entire Agreement

This document is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original.

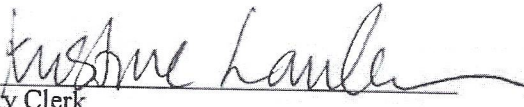
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed as of the day and year first above written.

CITY OF UKIAH

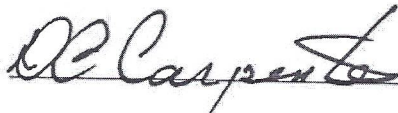
By: 
Its: Mayor

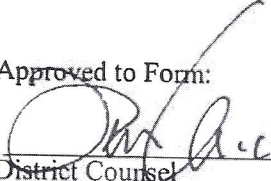
Approved to Form:

City Attorney

Attest:

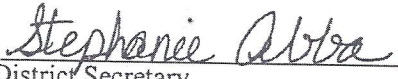

City Clerk

UKIAH VALLEY FIRE DISTRICT

By: 
Its: Board President

Approved to Form:

District Counsel

Attest:


District Secretary

SAM Search Results
List of records matching your search for :

City of Ukiah
20-CDBG-CV2-3-00097
Page 25 of 114

Record Status: Active
DUNS Number: 074642893

ENTITY	Ukiah, City Of	Status: Active
DUNS: 074642893	+4:	CAGE Code: 1WGX8 DoDAAC:
Expiration Date: 02/12/2022	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 300 Seminary Ave	State/Province: CALIFORNIA	
City: Ukiah	Country: UNITED STATES	
ZIP Code: 95482-5400		



APPENDIX J

1

Appendix J: CDBG-CV Application Certifications and Statement of Assurances

Complete and fully execute the attached CDBG-CV Application Certifications and Statement of Assurances. The executed statement must be uploaded as a threshold document in the application. The document **may not** be modified.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 200
 Sacramento, CA 95833
 (855) 333-CDBG (2324)/ FAX (916) 263-2763
 www.hcd.ca.gov



CDBG-CV Application Certifications and Statement of Assurances

The applicant, City of Ukiah, hereby certifies the following:

1. Legal Authority:

It possesses the legal authority to apply for and execute the proposed activity(s) in the application.

2. Application Authorization:

Its governing body has duly adopted or passes as an official act or resolution, motion, or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer or other designee to act in connection with the application and to provide such additional information as may be required.

3. Citizen Participation:

It has or will comply with all citizen participation requirements, which include, at a minimum, the following components:

- A. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction – and
- B. Provides citizens with reasonable ADA compliant and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by CDBG regulations, and relating to the actual use of funds under this title – and
- C. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the grantee – and

- D. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program. These include at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries and with accommodation for the handicapped. This shall include one public meeting during the program design, annual performance report preparation, and formal amendments. A public hearing shall be conducted prior to application submittal – and
- E. Solicits and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable – and
- F. Identifies needs of limited-English speaking residents will be met in the case of public hearings where limited-English speaking residents can reasonably be expected to participate.

4. National Objective:

It has developed its CDBG Program so as to primarily benefit targeted income person and households and each activity in the program meets one of the three national objectives: benefit to low-and moderate-income persons, elimination of slums and blight, or meets an urgent community need (with prior Department approval) certified by the grantee as such.

5. NEPA Environmental Review:

It consents to assume, and hereby assumes the responsibilities for environmental review and decision-making in order to ensure timely compliance with NEPA by following the procedures for recipients of block grant funds as set forth in [24 CFR Part 58](#), titled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities." Also included in this requirement is compliance with [Executive Order 11988](#) relating to the evaluation of flood hazards, [Section 102\(a\) of the Flood Disaster Protection Act of 1973](#) (Public Law 93-234) regarding purchase of flood insurance, and the [National Historic Preservation Act of 1966](#) (16 USC 470) and implementing regulations ([36 CFR §800.8](#)).

6. Audit/Performance Findings:

It certifies that the State Controller's Office (SCO) was in receipt of its complete Single Audit Package by the NOFA application due date, or certifies that is exempt from the Single Audit requirements set forth in [2 CFR Part 200](#).

7. Growth Control:

It certifies that there is no plan, ordinance, or other measure in effect which directly limits, by number, the building permits that may be issued for residential construction or the buildable lots which may be developed for residential purposes; or if such a plan, ordinance, or measure is in effect, it will either be rescinded before receiving funds, or it need not be rescinded because it:

- A. Imposes a moratorium on residential construction, to protect health and safety, for a specified period of time which will end when health and safety is no longer jeopardized; or
- B. Creates agricultural preserves under [Chapter 7 \(commencing with Section 51200\) of Part 2 of Division 1 of Title 5 of the Government Code](#); or
- C. Was adopted pursuant to a specific requirement of a State or multi-State board, agency, department, or commission; or
- D. The applicant has an adopted housing element which the Department has found to be in compliance, unless a final order has been used by a court in which the court determined that it is not in compliance with [Article 10.6 of Chapter 3 of Division 1 of Title 7 of the Government Code, commencing with section 65580.](#)

8. Uniform Administrative Requirements:

It will comply with the regulations, policies, guidelines and requirements of [2 CFR Part 200](#) and [24 CFR Part 85](#) and the [CDBG Program Guidelines](#).

9. Nondiscrimination:

It shall comply with the following regarding nondiscrimination laws and practices as may be amended from time to time:

- A. Title VI of the Civil Rights Act of 1964 (Public Law 88-352).
- B. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284) as amended; and will administer all programs and activities related to housing and community development in a manner affirmatively furthering fair housing.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Section 3 of the Housing and Urban Development Act of 1968, as amended.
- E. Executive Order 11246, as amended by Executive Orders 11375 and 12086.

- F. Executive Order 11063, as amended by Executive Order 12259.
- G. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), as amended, and implementing regulations.
- H. The Age Discrimination Act of 1975 (Public Law 94-135).

10. Anti-Displacement/Relocation:

It will comply with the Federal Relocation Act (42 U.S.C. 4601 et seq.).

11. Labor Standards:

It will comply with the following regarding labor standards as may be amended from time to time:

- A. [Section 110 of the Housing and Community Development Act of 1974](#), as amended.
- B. [Section 1720, et seq. of the California Labor Code](#) regarding public works labor standards.
- C. Davis-Bacon and Related Acts as amended ([40 U.S.C. §276\(a\)](#)) regarding the payment of prevailing wage rates.
- D. Contract Work Hours and Safety Standards Act ([40 U.S.C. §3702](#)) regarding overtime compensation.
- E. Anti-Kickback Act of 1934 ([41 U.S.C. §51-58](#)) prohibiting "kickbacks" of wages in federally assisted construction activities.

12. Architectural Barriers:

It will comply with the Architectural Barriers Act of 1968 ([42 U.S.C. §4151 et seq.](#)) and implementing regulations ([24 CFR Parts 40-41](#))

13. Conflict of Interest:

It will enforce standards for conflicts of interest which govern the performance of their officers, employees, or agents engaged in the award and administration, in whole or in part, of State CDBG grant funds ([24 CFR §570.611](#)).

14. Limitations on Political Activities:

It will comply with the Hatch Act ([5 U.S.C. §1501, et seq.](#)) regarding political activity of employees.

15. Lead-Based Paint:

It will comply with the Lead-Based Paint Regulations ([24 CFR Part 35](#)), which prohibit the use of lead-based paint on projects funded by the program.

16. Debarred Contractors:

It certifies that neither the applicant or its staff are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs, in any proposal submitted in connection with the CDBG program, per the Excluded Party List System located at <https://www.sam.gov/SAM/>. In addition, the applicant will not award contracts to or otherwise engage the services of any contractor while that contractor (or its principals) is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction, in any proposal submitted in connection with the CDBG program under the provisions of [24 CFR Part 24](#).

17. Inspection of Grant Activities:

It will give HUD, the Comptroller General, the State Department of Housing and Community Development, or any of their authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

18. Cost Recovery:

It will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

- A. CDBG funds received are used to pay the proportion of such fee or assessment that relates to the capital costs of public improvements that are financed from revenue sources other than CDBG funds; or
- B. For purposes of assisting any amount against properties owned and occupied by persons of low- and moderate-income who are not persons of very low income, that it lacks sufficient funds received from CDBG Program to comply with the requirements of this clause.

19. Procurement:

It will follow the federal procurement policies per [2 CFR 200.320](#)

20. Excessive Force:

It will adopt and enforce policies:

- A. Prohibiting the use of excessive force by its law enforcement agencies against individuals engaged in non-violent civil rights demonstrations; and
- B. Enforcing applicable State and local law against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.

21. Anti-Lobbying:

- A. It certifies and agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into 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 an officer or employee of any agency, a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

22. Compliance with Laws:

The jurisdiction will comply with all applicable laws, rules, and regulations governing the activities being applied for herein.

I hereby certify under penalty of perjury that all information contained in this Statement of Assurances (including all supporting documentation) is true and correct. I understand and acknowledge that making false statements on this certification, including any documents submitted in support of it, is a crime under federal and California state laws, which may result in criminal prosecution and fines.

Sage Sangiacomo

Printed Name of Authorized Representative (*per the Resolution*)


Signature

City Manager

Title

04/08/2021

Date

Ukiah Daily Journal

617 S. State St
Ukiah, California 95482
(707) 468-3500
advertising@record-bee.com

2117148

CITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVE
UKIAH, CA 95482

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

STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/22/2021

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

Dated at Ukiah, California,
February 1st, 2021



Molly E. Lane, LEGAL CLERK

Legal No. **0006546904**

4878-21

1-22/21

NOTICE OF PUBLIC HEARING FOR SUBMITTAL OF STATE CDBG-CV APPLICATIONS

NOTICE IS HEREBY GIVEN that the City Council for the City of Ukiah will conduct a public hearing on Wednesday, February 3, 2021 at 6:15 p.m., or as soon thereafter as can be heard, in order to discuss and consider submittal of applications in response to the State Community Development Block Grant Program - Coronavirus Response Round 2 and Round 3 (CDBG-CV2 and CV3) Notice of Funding Availability (NOFA), and to solicit public input.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. On December 18, 2020, the State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV2 and CV3) funds. Eligible cities and counties may submit applications for CDBG-CV funds under the December 18, 2020 NOFA. The City of Ukiah is eligible to receive funds based on a formula allocation provided by HCD. The State will receive \$113,263,490 in CDBG-CV2 funds and \$18,031,478 in CDBG-CV3 funds.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows: benefit to low-income households or persons (also called Low/Mod Benefit), slum and blight (addressing physical problems in specific neighborhoods) or meeting urgent community development need (a need resulting from a state or federal declared disaster or posing unforeseen risks to health and safety). In addition, eligible activities must be used directly to prevent, prepare for or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows: public services to respond to COVID-19 impacts; public facility improvements to increase capacity for healthcare facilities and improve public facility safety; housing facilities for persons experiencing homelessness, including acquisition and rehabilitation; economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19.

The City of Ukiah anticipates submitting an application under this NOFA published on December 18, 2020, for the following activities:

City of Ukiah Subsistence Payments Program \$200,000

General Administration- Subsistence Payments Program	\$23,009
Public Facility Improvement Project- Permanent Generator	\$27,891
General Administration- Public Facility Improvement Project	\$3,209
Purchase of Ukiah Valley Fire Authority Ambulance	\$141,648
Total	\$395,757

The City does expect to expend Program Income dollars in the next program year/contract term but has previously committed this Program Income to a Business Assistance program, to be funded by the 2020 CDBG allocation.

Where you come in:

The purpose of this public hearing/meeting is to give community members an opportunity to make their comments known. Because of the Shelter-in-Place Order, the Civic Center of the City of Ukiah is closed. The meeting will be a virtual meeting accessible using instructions on the City's website at <http://www.cityofukiah.com/meetings/>. TO PRESENT VERBALLY: go to the agenda (download arrow on right), which will have instructions and a link to the meeting. TO BE READ ALOUD BY CLERK: email to meeting@cityofukiah.com. Include in the subject line "To be read aloud" and which agenda item that you are submitting your comment for; keep your comments to 500 words or less. CORRESPONDENCE FOR SUBMISSION: email to meeting@cityofukiah.com. Include in the subject line which agenda item that you are submitting your correspondence for.

For more information:

If you have any questions or would like more information regarding the item described in this notice, please contact Craig Schlatter, Community Development Director, at (707) 463-6219 or at cschlatter@cityofukiah.com. The State Action Plan Substantial Amendment for the CARES Act funding may be accessed at: <https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml#aap>. State CDBG NOFAs can be accessed at: <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>.

All interested parties are invited to attend the public hearing and be heard. If you are unable to attend the public hearing, you may direct written comments to the City of Ukiah, Attention Craig Schlatter, Community Development Department, 300 Seminary Avenue, Ukiah, CA 95482, via Email to klawler@cityofukiah.com, or you may telephone Kristine Lawler, City Clerk, at (707) 463-6217, or Craig Schlatter, Community Development Director, at (707) 463-6219.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please call Kristine Lawler at the City of Ukiah at (707) 463-6217 to arrange for those accommodations to be made.

City of Ukiah promotes fair housing and makes all programs available to low and moderate income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.



City Council
Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/rt/9199312935703156493>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

February 3, 2021 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 3.a. Adoption of Resolution and Administer of Oath of Office Appointing Mari Rodin to the City Council, Filling the Unexpired Term of Maureen Mulheren, and Becoming Effective Immediately Thereafter.

Recommended Action: Adopt Resolution and direct Clerk to administer the Oath of Office to Mari Rodin, appointing her to fill the unexpired term of departed Councilmember Maureen Mulheren, to become effective immediately thereafter, with the term ending with the General Municipal Election in November 2022.

Attachments:

1. 2021-02-03 Resolution

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the January 20, 2021, Regular Meeting.

Recommended Action: Approve the Minutes of January 20, 2021, a Regular Meeting, as submitted.

Attachments:

1. 2021-01-20 Draft Minutes

6. RIGHT TO APPEAL DECISION

Persons who are dissatisfied with a decision of the City Council may have the right to a review of that decision by a court. The City has adopted Section 1094.6 of the California Code of Civil Procedure, which generally limits to ninety days (90) the time within which the decision of the City Boards and Agencies may be judicially challenged.

7. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 7.a. Award Contract for Professional Environmental Services with GHD for Permitting Efforts for the Maintenance of Gibson Creek Box Culvert at School Street in the Amount of \$11,800.

Recommended Action: Award Contract for Professional Environmental Services in the amount of \$11,800 to GHD for permitting efforts for the maintenance of Gibson Creek Box Culvert at School Street.

Attachments:

1. GHD Proposal for Professional Environmental Services_2021-01-20

- 7.b. Possible Adoption of Ordinance Amending Section 7161 of Division 8, Chapter 1, Article 11 of the City Code to Regulate Short Time Limit Parking.

Recommended Action: Adopt the Ordinance Amending Section 7161 of Division 8, Chapter 1, Article 11 of the City Code to Regulate Short Time Limit Parking.

Attachments:

1. Short Time Limit Parking Ordinance Introduced

- 7.c. Possible Adoption of Ordinance Amending Section 9224.7 of Division 9, Chapter 2, Article 18 of the City Code to Regulate Permanent Outdoor Dining Facilities.

Recommended Action: Adopt the Ordinance Amending Section 9224.7 of Division 9, Chapter 2, Article 18 of the City Code to Regulate Permanent Outdoor Dining Facilities.

Attachments:

1. Outdoor Dining Ordinance Introduced

- 7.d. Review and Approve Updates to the Sewer System Management Plan for the 5-Year Audit Period, and Recertify the Document.

Recommended Action: Review and approve changes made to the Sewer System Management Plan for the 5-year audit period, and recertify the document.

Attachments:

1. Ukiah SSMP Dec2020

- 7.e. Approval of Agreement with JM Integration for SCADA Upgrades at the Water Treatment Plant in the amount of \$259,756, and Approval of Corresponding Budget Amendment.

Recommended Action: Approve agreement with JM Integration for SCADA upgrades at the Water Treatment Plant in the amount of \$259,756, and approve corresponding budget amendment.

Attachments:

1. JM Integration Proposal

- 7.f. Approval of Change Order #3 to CV Larsen Company in the Amount of \$173,283.12 for Pressure Zone 2 South Reservoir Replacement Project, Specification No. 20-02 for a Total Revised Contract Amount of \$742,053.88.
Recommended Action: Approve Change Order #3 to CV Larsen Company in the Amount of \$173,283.12 for Pressure Zone 2 South Reservoir Replacement Project, Specification No. 20-02, for a total revised contract amount of \$742,053.88.
Attachments:
1. PZ2STankFCO3
- 7.g. Approve the Renewal of the ESRI Geographical Information System (GIS) Software Licensing Agreement for a Term of Three Years in the Amount of \$27,500 Annually for a Total of \$82,500 Plus Applicable Sales Tax.
Recommended Action: Approve the Renewal of the ESRI Geographical Information System (GIS) Software Licensing Agreement for a Term of Three Years in the Amount of \$27,500 Annually for a Total of \$82,500 Plus Applicable Sales Tax.
Attachments:
1. Ukiah EA Renewal 2021-2024_Q-419134
- 7.h. Approve Budget Amendment in the Amount of \$40,000 to Establish an Account for the Payment of Fees to the Mendocino Local Agency Formation Commission Related to FY 2020-21 Reorganization Applications and the City's Municipal Service Review and Sphere of Influence Update.
Recommended Action: Approve a budget amendment in the amount of \$40,000 to establish an account for the payment of fees to the Mendocino Local Agency Formation Commission (LAFCo) related to FY 2020-21 reorganization applications and the City's Municipal Service Review and Sphere of Influence Update.
Attachments:
1. CC Reso 2020-06 - Adopting Annexation Policy
- 7.i. Accept and Authorize Expenditure of a Grant Award from the California Fire Foundation in the Amount of \$10,000.00 for Fireline Hose Clamps and Wildland PPE Fireline Packs; and Approve Corresponding Budget Amendments.
Recommended Action: Approve expenditure of a grant award from the California Fire Foundation in the amount of \$10,000.00 for fire equipment and personal protective equipment (PPE) for the Ukiah Valley Fire Authority, and approval of corresponding budget amendments.
Attachments: None
- 7.j. Accept and Authorize Expenditure of Grant Funds from FM Global in the Amount of \$3,339.00 for two (2) Combustible Gas Detectors; and Approval of Corresponding Budget Amendments.
Recommended Action: Accept the grant from FM Global, and authorize the expenditure of \$3,339.00 for two (2) combustible gas detectors; and approve corresponding budget amendments.
Attachments: None

- 7.k. Report of a Contract with Cordico Psychological Corporation for the Use of Cordico's Wellness Software, and Approve Its Continued Use.

Recommended Action: Receive a report of a contract with Cordico Psychological Corporation for the use of their Cordico Wellness Software (app), and approve the continued use of this contract.

Attachments:

1. Cordico Agreement - 1920-193

- 7.l. Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.

Recommended Action: Determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding.

Attachments:

1. Resolution 2020-63 Yosemite Drive Water Main Emergency Work

- 7.m. Authorization of Payment to Sonoma Water for Professional Services Related to the Stormwater Resource Plan Preparation and Implementation from Grant Funds Received, and Approval of Corresponding Budget Amendment.

Recommended Action: Authorize payment to Sonoma Water for professional services related to the Stormwater Resource Plan Development and Implementation from grant funds received, and approval of corresponding budget amendment.

Attachments:

1. Sonoma County Water Agency - Agreement and Invoice

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- 11.a. Conduct a Public Hearing to Consider Adoption of a Resolution Approving the Submittal of One or More Applications in the Aggregate Amount Not to Exceed \$395,757 in response to the 2020 State Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA Dated December 18, 2020; and Consider Adoption of a Resolution Approving an Amendment to the 2020 CDBG- Coronavirus Response Round 1 (CDBG-CV1) Standard Agreement to Add Additional Funds From the 2020 CDBG-CV2 and CV3 NOFA Dated December 18, 2020; and Approve Corresponding Budget Amendments if Awarded Funding for the Application(s).

Recommended Action: Adopt resolution in Attachment 4 approving the submittal of one or more applications in the aggregate amount not to exceed \$395,757 in response to the 2020 State Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA dated December 18, 2020; and adopt resolution in Attachment 5 approving an amendment to the 2020 CDBG- Coronavirus Response Round 1 (CDBG-CV1) standard agreement to add additional funds from the 2020 CDBG-CV2 and CV3 NOFA dated December 18, 2020; and approve corresponding budget amendments if awarded funding for the application(s).
Attachments:

1. cdbg_cv2_3_nofa_final_approved_12-18-20
2. Appendix A- Allocations
3. City of Ukiah - 20-CDBG-CV1-00004 - Award Letter
4. Resolution- 2020 CDBG-CV2 and CV3 applications
5. Resolution- Amendment to CDBG-CV-1 Agreement for Generator

12. UNFINISHED BUSINESS

- 12.a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.

Recommended Action: Receive status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community and business impacts; and any other related matters.

Attachments: None

- 12.b. Possible Introduction by Title Only of an Ordinance Amending Division 1, Chapter 4, Article 4 of the City Code Regarding the Procedure for Filling Vacancies on the Planning Commission.

Recommended Action: Introduce by Title Only an Ordinance Amending Division 1, Chapter 4, Article 4 of the City Code Regarding the Procedure for Filling Vacancies on the Planning Commission.

Attachments:

1. Planning Commissioner Appointment Ordinance Redline
2. Planning Commissioner Appointment Ordinance Clean
3. Planning Commissioner Position Draft Application
4. Current Planning Commission Roster

- 12.c. Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.
Recommended Action: Determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding.
Attachments:

1. Resolution 2020-63 Yosemite Drive Water Main Emergency Work

- 12.d. Consider Request for Continuing Funding, in the Amount of \$50,000, for the Ongoing Potter Valley Project Licensing Efforts by the Mendocino County Inland Water and Power Commission.
Recommended Action: Approve request for continuing funding, in the amount of \$50,000, for the ongoing Potter Valley Project Licensing Efforts by the Mendocino County Inland Water and Power Commission.
Attachments: None

13. **NEW BUSINESS**

- 13.a. Consideration and Possible Adoption of Resolution Adopting the City of Ukiah Subsistence Payment Program Guidelines, to Possibly be Funded by the State Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3).
Recommended Action: Adopt resolution adopting the City of Ukiah CDBG-CV Subsistence Payment Program Guidelines.
Attachments:
1. City of Ukiah CDBG-CV Subsistence Payment Program Guidelines
2. Resolution- Subsistence Payment Program Guidelines
- 13.b. Authorization for the City Manager to Negotiate and Execute the No-Fee Transfer of and Associated Maintenance Agreement for Parcel 002-101-31 Near Orr Creek from Rural Communities Housing Development Corporation to the City of Ukiah.
Recommended Action: Authorize the City Manager to negotiate and execute the no-fee transfer of parcel number 002-101-31 and an associated maintenance agreement from Rural Communities Housing Development Corporation to the City of Ukiah.
Attachments: None
- 13.c. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s); Including Consideration of Adoption of Resolution Appointing a Member and Alternative Member to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS).
Recommended Action: 1. Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).
2. Adopt Resolution Appointing a Member and Alternative Member to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS).
Attachments:
1. 2020 City Council Special Assignments - 1-6-21
2. Ukiah Valley Basin GSA JPA
3. UVBGS Appointing Resolution 2021

14. CLOSED SESSION - CLOSED SESSION MAY BE HELD AT ANY TIME DURING THE MEETING

14.a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 3)

Recommended Action: Confer in Closed Session

Attachments: None

14.b. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d)(4))

Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)

Recommended Action: Confer in Closed Session

Attachments: None

14.c. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200

Recommended Action: Confer in Closed Session

Attachments: None

14.d. Conference with Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUk- CVPT-15-66036

Recommended Action: Confer in Closed Session

Attachments: None

14.e. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

Recommended Action: Confer in Closed Session

Attachments: None

14.f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

Attachments: None

14.g. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-101-31 and 002-101-30

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Rural Communities Housing Development Corporation (RCHDC)

Under Negotiation: Price & Terms of Payment

Recommended Action: Confer in Closed Session

Attachments: None

15. ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk
Dated: 1/29/21



AGENDA SUMMARY REPORT

SUBJECT: Conduct a Public Hearing to Consider Adoption of a Resolution Approving the Submittal of One or More Applications in the Aggregate Amount Not to Exceed \$395,757 in response to the 2020 State Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA Dated December 18, 2020; and Consider Adoption of a Resolution Approving an Amendment to the 2020 CDBG- Coronavirus Response Round 1 (CDBG-CV1) Standard Agreement to Add Additional Funds From the 2020 CDBG-CV2 and CV3 NOFA Dated December 18, 2020; and Approve Corresponding Budget Amendments if Awarded Funding for the Application(s).

DEPARTMENT: Community Development

PREPARED BY: Craig Schlatter, Community Development Director

PRESENTER: Craig Schlatter, Community Development Director

ATTACHMENTS:

1. cdbg_cv2_3_nofa_final_approved_12-18-20
2. Appendix A- Allocations
3. City of Ukiah - 20-CDBG-CV1-00004 - Award Letter
4. Resolution- 2020 CDBG-CV2 and CV3 applications
5. Resolution- Amendment to CDBG-CV-1 Agreement for Generator

Summary: Council will conduct a public hearing to consider adoption of a resolution approving the submittal of one or more applications in the aggregate amount not to exceed \$395,757 in response to the 2020 State CDBG Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA dated December 18, 2020; and consider adoption of a resolution approving an amendment to the 2020 CDBG- Coronavirus Response Round 1 (CDBG-CV1) standard agreement to add additional funds from the 2020 CDBG-CV2 and CV3 NOFA dated December 18, 2020; and consider approval of corresponding budget amendments if awarded funding for the application(s).

Background: On December 18, 2020, the State Department of Housing and Community Development (HCD) announced the availability of approximately \$77.1 million in Community Development Block Grant (CDBG) funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. According to this December 18, 2020 Notice of Funding Availability (NOFA), the \$77.1 million includes \$5.9 million of unclaimed funds from tranche one (CDBG-CV1), plus \$54.4 million of new funds from tranche 2 (CDBG-CV2) and \$16.8 million from tranche three (CDBG-CV3) of new federal funds for the CDBG- Coronavirus Relief (CDBG-CV) available for local assistance (see Attachment 1 for the NOFA). HCD began accepting applications on December 28, 2020, with applications due on a rolling deadline, by activity type, as follows:

Public Service Applications due by Friday, February 12, 2021, at 5:00 p.m.

Public Facilities and Infrastructure Applications due by Monday, February 22, 2021, at 5:00 p.m.

Economic Development Applications due by Friday, March 5, 2021, at 5:00 p.m.

Tribal Applications from the federally and non-federally recognized Tribal-set-asides; and Housing Acquisition/Rehabilitation Applications due by Friday, March 12, at 5:00 p.m.

Applications in support of Homekey projects due by Friday, March 26, 2021, at 5:00 p.m.

State CDBG Citizen Participation regulations require a public hearing to adopt a resolution(s) approving submittal of one or more applications to HCD. That is the purpose of this public hearing.

CDBG-CV 2/3 Eligible Activities and Threshold Requirements

The CDBG-CV2 and CV3 NOFA provides funding only for the following activities: assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut down; public services related to COVID-19 support; facility and infrastructure improvements related to COVID-19 impacts; and acquisition and rehabilitation of real property, including housing, to be used in response to COVID-19 impacts. All activities must meet a CDBG National Objective, outlined in Federal Regulations. In most cases, this involves a requirement for the activity to benefit at least 51% low- to moderate-income ("LMI"), defined as income at or below 80% of Area Median Income, individuals or households.

Applicants, i.e. "non-entitlement" cities and counties and federally and non-federally recognized tribes, can apply for a total of three activities, including activities submitted under a previous CDBG-CV1 application. Activities funded under the CDBG-CV2 and CV3 NOFA will have a 24-month expenditure period. The City's allocation per the NOFA is \$395,757 (Attachment 2). Up to 13 percent of this allocation can be utilized for general administration. Because CDBG-CV2 and CV3 funds are noncompetitive, provided the City's application is complete and meets threshold requirements, the City will receive an award totaling up to \$395,757.

Discussion: Staff within the City Manager's Office/Office of Emergency Services, Electric Utility Department, Ukiah Valley Fire Authority, Finance Department, and Community Development Department discussed current priorities related to the COVID-19 pandemic. Identified by Staff were three needs:

1) A short-term subsistence payments program for low- to moderate-income (LMI) residential tenants and homeowners who are unable to pay their utility bills due to economic impacts from COVID-19 (Public Services Activity)

The short-term subsistence payments program would provide emergency payments on behalf of LMI individuals or families who are in arrears on making payments towards utility bills due to the COVID-19 pandemic, and to prevent cutoff of utility service(s). Additional information regarding this proposed program, including draft program guidelines Staff developed for Council's review and possible adoption, will be discussed in agenda item 13a.

2) Additional funding to support the installation of a permanent generator at the Ukiah Valley Conference Center, which has already received partial funding through a CDBG-CV1 funding award (Public Facility Improvement Activity)

On September 16, 2020, through Resolution No. 2020-53, Council authorized the submittal of a CDBG application for installation of a permanent generator at the Ukiah Valley Conference Center, for increasing local surge capacity and to serve as a back-up vaccination clinic, in response to the CDBG-CV1 NOFA. On January 13, 2021, the City received an award letter for this project (Attachment 3). Although the City was awarded the maximum allocation available through CDBG-CV1, \$108,757, it was estimated during CV-1

application preparation that additional funds would be needed from the CDBG-CV2 and CV3 allocation to complete the generator project.

3) Purchase of a new ambulance for the Ukiah Valley Fire Authority to increase responsiveness of emergency medical services to the COVID-19 pandemic (Public Services Activity)

The Ukiah Valley Fire Authority operates Emergency Medical Services (EMS) 24 hours per day/7 days per week with two on-duty crews and two cross staffed ambulances. In 2019, these crews responded to over 5,000 calls, covering an area of approximately 160 square miles. Just prior to the COVID-19 pandemic, one of the private ambulance providers stopped service, resulting in a 1/3 reduction in available ambulances countywide. As a result, the burden to UVFA in providing service significantly increased. Additionally, and as a result of COVID-19, the amount of time spent on calls increased due to prolonged cleaning and decontamination time and the increase in patient transfers. These issues coupled with a lack of existing resources have both reduced the capacity and increase the need for UVFA's ambulance services.

Purchase of a new ambulance will enable the UVFA to increase its responsiveness to both 9-1-1 calls and COVID-related calls. A new ambulance will also provide a more reliable service, since one of UVFA's two ambulances is 21 years old and the other has over 200,000 miles.

Staff Recommendation to Council

The following is recommended and included in the attached Resolution (Attachment 4):

City of Ukiah Subsistence Payments Program = \$200,000
General Administration- Subsistence Payments Program = \$23,009
Public Facility Improvement Project- Permanent Generator = \$27,891
General Administration- Public Facility Improvement Project = \$3,209
Purchase of Ukiah Valley Fire Authority Ambulance = \$141,648
Total = \$395,757

Note: To allocate funds from the CDBG-CV2 and CV3 allocation to the CDBG-CV1 allocation for the remainder of the funding needed for the installation of the permanent generator, the City is required to adopt a separate Resolution (Attachment 5).

To proceed with this recommendation, Staff requests Council 1) conduct a public hearing; and 2) adopt the Resolution in Attachment 4 approving one or more applications be submitted to HCD for the above activities; and 3) adopt the Resolution in Attachment 5 to approve an amendment to the CDBG-CV1 Standard Agreement to add \$31,100 in CDBG-CV2/CV3 funds to the CDBG-CV1 award for the permanent generator installation project; and 4) approve budget amendments if the activities are awarded funding.

Recommended Action: Adopt resolution in Attachment 4 approving the submittal of one or more applications in the aggregate amount not to exceed \$395,757 in response to the 2020 State Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA dated December 18, 2020; and adopt resolution in Attachment 5 approving an amendment to the 2020 CDBG- Coronavirus Response Round 1 (CDBG-CV1) standard agreement to add additional funds from the 2020 CDBG-CV2 and CV3 NOFA dated December 18, 2020; and approve corresponding budget amendments if awarded funding for the application(s).

BUDGET AMENDMENT REQUIRED: If CDBG-CV2/CV3 application(s) are awarded.

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: \$395,757: \$369,539 application activities funding and \$26,218 General Administration

FINANCING SOURCE: CDBG

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Daniel Buffalo, Finance Director; Mel Grandi, Electric Utility Director; Traci Boyl, Management Analyst

Approved: 
Sage Sangiacomo, City Manager

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE

2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833
(916) 263-2771
www.hcd.ca.gov

Attachment 1

December 18, 2020

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Deputy Director
Division of Financial Assistance

A handwritten signature in blue ink, appearing to read "Jennifer Seeger", is placed next to the printed name and title.

SUBJECT: Community Development Block Grant Program
Coronavirus, Aid, Relief, Economic Security (CARES) Act
2020 Notice of Funding Availability - Rounds 2 and 3

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately \$77.1 million in funding pursuant to the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. This amount includes \$5.9 million of unclaimed funds from tranche one (CV1), plus \$54.4 million of new funds from tranche two (CV2) and \$16.8 million from tranche three (CV3) of new federal funds for the Community Development Block Grant- Coronavirus Relief (CDBG-CV) available for local assistance. There is a remainder of approximately \$50 million from the second tranche (CV2) which will be released under a subsequent NOFA for the purposes of Project Roomkey housing relocation activities and in support of Homekey projects.

To the extent possible, the Department encourages applicants for these rounds of CDBG-CV funding to coordinate and collaborate with their local Continuums of Care to prioritize the needs of Californians experiencing homelessness or at imminent risk of homelessness who need access to housing and, if needed, emergency shelter in order to mitigate the impacts of COVID-19. CDBG-CV funds can be used to support emergency housing payments for people experiencing homelessness or at risk of homelessness, and acquisition of housing or shelter for people experiencing homelessness.

The critical priority for this funding is to ensure all eligible persons receive equitable access to services, and are served with dignity, respect and compassion regardless of circumstance, ability or identity. This includes marginalized populations, including but

California Department of Housing and Community Development
CDBG-CV2 and 3 NOFA – December 2020

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not limited to, Black, Native and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not traditionally access mainstream support. The Department expects eligible applicants to plan for how this funding will reduce disparities and increase racial equity in their communities.

The Department is committed to supporting Tribes in addressing housing and community development needs related to COVID-19 through set-asides for both federally recognized and non-federally recognized Native American Tribes and dedicated outreach and technical assistance. California has the largest Native American population in the nation. Poverty and inadequate housing conditions disproportionately affect tribal populations. The rate of tribal poverty is more than twice that of the rest of the California's population, and tribes have been disproportionately impacted by COVID-19, both by infection rates and hospitalizations. The Department recognizes that while Tribes may face many of the same barriers as other under-resourced applicants, the unique status of Tribes requires additional, specific considerations in the design and implementation of programs and technical assistance. The Department also recognizes the legacy of violence, exploitation, dispossession and attempted destruction of Tribes and related communities and that this has important ramifications for present-day relationships. The Department is committed to learning about, considering, and honoring this history when building relationships with Tribes over time through respectful and accountable interactions.

The Department will be accepting applications through the Grants Network portal beginning December 28, 2020. Applications and required documentation will be due on a rolling deadline, by activity type. Applications are due as follows:

Public Service Applications will be due no later than **Friday, February 12, 2021, 5:00 p.m. Pacific Standard Time.**

Public Facilities and Infrastructure Applications will be due no later than **Monday, February 22, 2021, 5:00 p.m. Pacific Standard Time.**

Economic Development Applications will be due no later than **Friday, March 5, 2021, 5:00 p.m. Pacific Standard Time.**

Tribal Applications from the federally and non-federally recognized Tribal-set-asides will be due no later than **Friday, March 12, 2021, 5:00 p.m. Pacific Standard Time.**

Housing Acquisition/Rehabilitation Applications will be due no later than **Friday, March 12, 2021, 5:00 p.m. Pacific Standard Time.**

Applications in support of Homekey projects (CDBG-CV funding for rehabilitation of Homekey funded acquisitions) will be due no later than **Friday, March 26, 2021, 5:00 p.m. Pacific Standard Time.**

Any application received after the respective due dates above will not be accepted.

Applications will be reviewed and awarded as received. Applicants must submit their approved governing body resolution (and supporting organizational documents) prior to Department's execution of a Standard Agreement. The Department will not execute agreements without the approved governing body resolution that is acceptable to the Department. In the event that the CDBG-CV funds are not fully awarded by the application closing date, the Department will either allocate additional funding to active contracts that have met performance and timeliness milestones, and/or will roll unawarded funds into over-subscribed set-asides as appropriate and available.

Applicants are encouraged to set-up their profiles in the Grants Network portal located at <https://portal.ecivis.com/#/login> as early as possible. Profile set-up instructions can be found in the Grants Network portal, external user manual on the CDBG webpage under at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml>. Complete and accurate profiles assist in expediting awards and are strongly recommended. Applications must be started and submitted under the applying jurisdictions profile. With the exception of the tribal set-aside, applications started and/or submitted under a consultant or non-profit service provider's profile will not be accepted. The Department will not be responsible for applications submitted under an ineligible profile.

Applicants are encouraged to begin the application process early to ensure successful submission before the application deadline. If you have any trouble logging into the portal or have questions on how to complete the online application, please contact the CDBG staff at cdbg@hcd.ca.gov and make sure to include CDBG-CV in the subject line of your message.

To receive CDBG-CV NOFA FAQs, notice of NOFA webinars, Office Hours notifications, and other program information and updates, please subscribe to the CDBG listserv at https://www.hcd.ca.gov/HCD_SSI/subscribe-form.html. For questions or assistance, please email cdbg@hcd.ca.gov.

Attachment

**Community Development Block Grant Program -
CARES Act Round 2 and 3
Notice of Funding Availability**



**Gavin Newsom, Governor
State of California**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
California Department of Housing and Community Development**

Division of Financial Assistance, Federal Programs Branch
Community Development Block Grant Program
2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833
CDBG Program Email: cdbg@hcd.ca.gov

December 18, 2020

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I. Notice of Funding Availability

The California Department of Housing and Community Development (Department) receives funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program and allocates funds to CDBG eligible entities. [Under the Coronavirus Aid, Relief, and Economic Security \(CARES\) Act, allocations of tranche 2 CDBG-CV funds made to states included additional flexibility](#) in working with governments and non-profits as eligible entities to apply for funds. This NOFA includes funding for the non-entitlement jurisdictions in California, allocated by formula, as well as set-asides for federally recognized tribes, non-federally recognized tribes, and Colonias. The funds in this NOFA represent approximately 48 percent of CDBG-CV2 funds made available to the state, and all of the CDBG-CV3 funds. The remaining CDBG-CV2 funds are being directed to activities identified in the [Second Amendment to the 2019 Annual Action Plan that are available for both entitlement and non-entitlement jurisdictions](#). Approximately \$5.9 million of unclaimed funds from tranche 1, and \$54.4 million of new funds from tranche two and \$16.8 million from tranche three of new federal funds authorized by the CARES Act, will be allocated to eligible jurisdictions to perform activities related to COVID-19 as itemized in Appendix A. The CARES Act provides extra CDBG funds specifically targeted to prevent, prepare for, and respond to coronavirus.

The CDBG-CV2 and CV3 Notice of Funding Availability (NOFA) provides funding ONLY for the following activities, which are narrowly tailored as described in Section II.A and Section II.B of this NOFA:

- Assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-down
- Public services related to COVID-19 support
- Facility and infrastructure improvements related to COVID-19 impacts
- Acquisition and rehabilitation of real property, including housing, to be used in response to COVID-19 impacts

CDBG-CV2 and 3 funds included in this NOFA will be distributed through a simplified application via the Grants Network portal online grant management system and will be available to all CDBG-eligible non-entitlement jurisdictions, Colonias, and Tribes, both federally recognized and non-federally recognized tribes as outlined in the Department's second and third 2019 Annual Action Plan Amendments located at <https://www.hcd.ca.gov/policy-research/plans-reports/index.shtml>.

This NOFA outlines application requirements, timelines for eligible jurisdictions, and provides documentation requirements.

A. Tentative program timeline

Event	Date
CDBG-CV2 and 3 NOFA and application released	December 18, 2020
NOFA Workshop (for all applicants)	January 7, 2021, 3pm – 5pm PST
Tribal Workshop (for Tribes and their partners)	January 5, 2021, 10:30am – 12:30pm PST
Public Service Application Deadline (non-Tribal)	February 12, 2021 5pm PST
Public Facilities and Infrastructure Deadline	February 22, 2021, 5pm PST
Economic Development Deadline	March 5, 2021, 5pm PST
Tribal Set-Aside Application Deadline	March 12, 2021, 5pm PST
Housing Acquisition Rehabilitation Deadline	March 12, 2021, 5pm PST
Homekey Support Applications Deadline	March 26, 2021, 5pm PST
Department announces awards	As applications are approved

** Award timeline is dependent on receipt of HUD's executed grant agreement for CDBG-CV 2 and 3 funds, and therefore the above dates are approximate and subject to change.*

B. Authorizing Legislation

Funding under this NOFA is made available pursuant to the CARES Act (Public Law No: 116-136) and the Housing and Community Development Act of 1974 (HCDA) as amended and codified at Title 42 United States Code (U.S.C.) § 5301, et. seq., and Subpart 1 of the federal CDBG Regulations, found at Title 24 Code of Federal Regulations (CFR) § 570.480 et seq. The requirements of the state CDBG program are in California Health and Safety Code (HSC) §§ 50825-50834. This NOFA should be read in conjunction with the following regulations that establish state and federal CDBG requirements. Relevant legal authority includes, but is not limited to, the following:

- Housing and Community Development Act of 1974 (HCDA) as amended codified at Title [42 United States Code 5301 et seq.](#), and Subpart 1 of the Federal CDBG Regulations
- [HSC §§ 50825-50834](#)
- [CFR, Title 24, Part 570, Subpart I](#)
- [24 CFR Part 58](#)

- [2 CFR Part 200](#)
- [CDBG Guidelines \(Guidelines\)](#)
- [The State of California 2015-2020 Consolidated Plan as amended](#)
- [The State of California 2019-2020 Annual Action Plan as amended](#)
- [California Governor's Executive Order N-66-20](#)
- [Federal Register Notice 85 FR 51457](#)

If state or federal statutes or regulations, or other laws, relating to CDBG-CV funds are modified by the United States Congress, HUD, the Department, California State Legislature, or the Governor, the changes may become effective immediately and may be applicable to this NOFA and existing Standard Agreements.

If there is a conflict between the state and federal regulations, the federal regulations shall prevail. In addition, the Department reserves the right, at its sole discretion, to suspend or amend the provisions of this NOFA. If such an action occurs, the Department will notify interested parties. Awards made under this NOFA are also contingent upon the Department executing a Grant Agreement with HUD for the CARES Act funds.

C. Conditions

Applicants and Awardees acknowledge that the funding opportunities referenced in this NOFA, and all obligations of the Department herein, are expressly subject to the following conditions:

1. The ongoing availability of funds
2. The continued authority of the Department to administer the CDBG-CV funds
3. The execution of the CARES Act funding grant agreement with HUD

In the event that funds are not available to fund any, or all, activities offered herein, or if the Department's authority to administer the CDBG-CV funds or act under this NOFA is eliminated, or in any way restricted, the Department shall have the option, at its sole discretion, to amend, rescind, suspend, or terminate this NOFA and any associated funding pursuant to the provision set forth immediately above. **This NOFA is not a commitment of funds to any activity or applicant.**

D. Applicant responsibility

It is the Applicant's responsibility to ensure that the application submitted is clear, complete, and accurate. It is the Applicant's responsibility to ensure that the application is submitted under the correct jurisdiction profile, and, with the exception of the Tribal set-aside, is not submitted under a consultant, non-profit, or personal profile in Grants Network. **It is also the Applicant's responsibility to ensure that the governing body resolution submitted is clear, complete, and accurate, and follows the provided template with no substantive changes.** The Department will not execute agreements without a Department approved resolution and supporting organizational documents. Resolutions may only be approved by Department legal staff. Resolutions that deviate from the provided template, or that are drafted without the template will be subject to additional review and may be rejected as insufficient at the discretion of Department legal staff. **Program staff acceptance of a resolution does not guarantee that resolution will meet the Department's legal standards. Use the provided resolution template as found in the program solicitation files. DO NOT USE A RESOLUTION TEMPLATE FROM ANOTHER SOLICITATION OR PROGRAM APPLICATION.** After the application submittal deadline, Department staff may request clarifying information to make sure the application is complete and accurate and meets federal eligibility requirements. Applications requiring changes will be returned to draft status for correction. No Applicant may appeal the Department's evaluation of another Applicant's application.

II. Eligible activities (24 CFR §§ 570.201-203)

Applicants can apply for a total of three (3) activities, including activities submitted under a previous CV1 application, with the total request not exceeding the allocation amount in Appendix A. If an applicant applied for three (3) total activities under the previous CV1 NOFA, the Applicant may add one (1) additional activity under the CV2 and 3 application. Applicants may request to add CV2 and 3 funding to approved CV1 activities through a CV1 standard agreement amendment. **Activities funded under this NOFA will have a 24-month expenditure period.** CV1 activities amended to include CV2 and 3 funding will have the CV2 and 3 performance and expenditure deadlines. See Appendix E for a list of eligible HUD Matrix Codes. Applicants must show a relationship between the need for services and COVID-19 impacts.

For the CDBG-CV NOFA, the following activities are permitted:

A. Community Development

1. Public Services to respond to COVID-19 impacts, including short-term subsistence payments for households at risk of eviction and/or homelessness and housing costs for those exiting homelessness, homeless shelter operations, and health and education support services

2. Public Facility and Infrastructure improvements with a documented COVID-19 nexus
3. Public facility acquisition, including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts
4. Housing Assistance
 - a. Acquisition and/or rehabilitation of Low-Mod Income Housing in response to COVID-19 impacts on vulnerable populations or individuals including households experiencing homelessness

B. Economic Development

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shut-downs, adding employees
2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner

III. Duplication of benefits

A duplication of benefit (DoB) occurs when a program beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total amount needed for assistance. The amount of the duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each CDBG-CV activity provides assistance only to the extent that the project's funding needs have not been met by another source. See Stafford Act (42 U.S.C. § 5155; HUD Memorandum dated 9 April 2020, subject: 'CARES Act Flexibilities for CDBG funds used to support coronavirus response and plan amendment waiver')

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss to which the entity has already received financial assistance from another source (42 USC § 5155(a)). The Federal Register Notice, published November 16, 2011 (Docket No. FR-5582-N), requires adequate policies and procedures in place to prevent a duplication of benefit and the recapture of funds, if necessary.

Applicants will be required to submit duplication of benefits policies and procedures at application and Awardees will be required to continue to report on

duplication of benefits throughout the expenditure period for the CDBG-CV funds.

Duplication of benefit must be tracked at both the programmatic level and at the client service level. Awardees will be expected to re-capture funds from households that have received a duplication of benefit. The Department will be required to recapture funds from Awardees with duplicated benefit(s). **Recapture requirements and process must be included in written duplication of benefit policies and procedures.**

IV. National Objectives ([24 CFR §§ 570.483-484](#))

A. Low- to Moderate-Income National Objective

At least 70 percent of the total funds awarded must benefit low- to moderate-income (LMI) individuals or households. No Activity or portion of a program assisted by these funds may exclude from its benefits the lowest-income eligible group.

Persons, households, and/or neighborhoods benefiting from LMI activities must meet [HUD's LMI requirements](#). Income limits are regularly updated. Applicants will be notified via a news blast email and information will be posted on the Department's website if the HUD Adjusted Median Family Income (HAMFI) limits or low- to moderate-income areas (LMA) are updated during the application period.

The LMI National Objective consists of the following categories:

1. LMI Limited Clientele (LMC), as defined by income limits or presumed benefit.

LMC refers to persons who earn 80 percent or less of HAMFI for the county of residence, as updated annually by HUD. Note that all subsistence payment activities are LMC activities and must select LMC as the appropriate National Objective.

Presumed benefit LMC refers to persons who, as a category, are typically low income. This includes:

- Seniors
- Persons with a disability (must meet the [Bureau of the Census' Current Population Report's definition of "severely disabled"](#))
- Homeless persons
- Abused children and battered spouses
- Illiterate adults
- Persons living with acquired immunodeficiency syndrome (AIDS)
- Migrant farmworkers

2. LMI Area (LMA), as defined by census tracts and block groups.

- LMA eligibility is based on American Community Survey using Census Geographies.
- At least 51 percent of households in the area must be earning at 80% or below HAMFI to meet LMA.
- Must be contiguous – the area must be a solid area, without certain streets or buildings being excluded, and the area should be mapped to show eligibility. If a service area is not contiguous it will be determined to be a separate activity and will need as separate application.
- Activity must be a public benefit for the area, for example the construction of a facility to be used for testing, diagnosis, or treatment of infectious disease. LMA Eligibility should be determined from the Map Application at HUD's Low- and Moderate-Income Summary Data Application page. Instructions for HUD's mapping application can be found at this link:
<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

3. LMI Housing (LMH), as defined by household income limits

- Households earning 80 percent or less of HAMFI.

4. LMI Job Creation or Retention (LMJ) activities

- LMJ is based on the number of full-time equivalent jobs created or retained
- Must create or retain jobs, and 51 percent of those jobs must be for LMI persons
- To meet the public benefit requirements for LMJ activities, for every \$85,000 spent (including activity delivery), one full-time equivalent job must be created or retained

B. Urgent Need National Objective

Urgent Need is a national objective that is available for instances where there are conditions in a community that must meet all of the following criteria:

- Pose a serious and immediate threat to the health or welfare of the community
- Are of recent origin or recently became urgent

- The applicant is unable to finance the activity
- Other resources of funding are not available to carry out the activity

The availability of Urgent Need as a national objective depends on the overall LMI performance of the state. The state may only offer Urgent Need in the margin above the statutory 70% LMI requirement. As a result, Urgent Need will not be a default National Objective and may only be designated on a case-by-case basis. **Applicants that have no option but to use Urgent Need must contact the Department to discuss how to prepare and submit their application.**

V. Program set-asides

A. The CDBG-CV2 funding will have the following set-asides:

- Colonias – 5 percent of 48 percent of total CDBG-CV2 funding
- Non-federally recognized tribes – 1.25 percent of 48 percent of total CDBG-CV2 funding
- Federally recognized tribes – 5 percent of 48 percent of total CDBG-CV2 funding

B. The CDBG-CV3 funding will have the following set-asides:

- Colonias – 5 percent of total CDBG-CV3 funding
- Non-federally recognized tribes – 1.25 percent of total CDBG-CV3 funding

The Department will set up a unique application form in the electronic Grants Management System for each set-aside type, and applications for set-aside funds may not be submitted under the general CDBG-CV2 and 3 electronic application form. The Department will hold a dedicated Tribal Workshop on Tuesday January 5, 2021. Registration is open to all eligible CDBG-CV applicants, and both non-federally recognized tribes and federally recognized tribes are encouraged to attend.

C. Native American Tribes (federally and non-federally recognized tribes)

Applicants for the Tribal set aside include federally recognized and non-federally recognized tribes), tribally designated housing entities, and subrecipients (e.g. tribal affiliated groups or non-profits, tribal consortiums) who apply on behalf of a Tribe. All eligible applicants for the Tribal set-aside will be invited to participate in a technical assistance consultation with the Department's staff and HUD Technical Assistance Providers prior to the Application due date. See Appendix M for additional information and resources.

Tribal applications will adhere to the following schedule based on application type:

Public services applications for the federally and non-federally recognized Tribal Nations set-asides will be due no later than March 12, 2021 at 5pm PST. Applications will be reviewed on a rolling basis. Public service applications will be prioritized for funding. Applicants are encouraged to prioritize public services, including food stabilization, housing assistance, healthcare services, and education support in response to the impacts of COVID-19 on native communities. Public service applications will be reviewed first, and will be awarded funding based on time of receipt of a satisfactory complete, eligible, and accurate application. Eligible, complete, and accurate unfunded public service applications will be held for potential unclaimed funds, as described in section VII. Funding Limits below.

Housing, facilities, and infrastructure applications for the federally and non-federally recognized Tribal Nations set-asides will be due no later than March 12, 2021 at 5pm PST. Applications will be reviewed on a rolling basis after all public services applications have been reviewed and either approved or denied funding. Housing, facilities, and infrastructure applications will be reviewed after the public services, pending ongoing availability of funds, and will be awarded funding based on time of receipt of a satisfactory complete, eligible, and accurate application. Eligible, complete, and accurate unfunded public service applications will be held for potential unclaimed funds, as described in section VII. Funding Limits below, provided that unclaimed funds have first been made available to the public service applications above.

VI. Eligible applications

Applicants must meet the following requirements when the application is submitted to be eligible to apply for funding under this NOFA:

A. Eligible jurisdictions

Any California city or county except a city or county that participates in the HUD-administered CDBG Entitlement program either as a direct entitlement, or as part of an urban county consortium is eligible to apply for CDBG-CV2 and 3 funding, additionally, any federally recognized tribe, tribally designated housing entity, or non-federally recognized tribe with contracting status is eligible to apply for CDBG-CV2 set-asides funding for tribes in this NOFA. Incorporated cities located in an urban county as defined by 42 U.S.C. 5302(a)(6) must formally elect to be excluded from participation in the urban county entitlement status. HUD must be notified that the city has elected to be excluded from the urban county participation as per 24 CFR 570.307(g) for it to be eligible for the state CDBG program, including CDBG-CV2 and 3 funding in this NOFA. Eligible Applicants may use the following approaches. Only eligible activities from eligible Applicants will be reviewed.

1. An eligible Applicant may apply on its own behalf.
2. An eligible Applicant may apply on behalf of one or more other eligible Applicants. An application on behalf of one or more other eligible applications will need to include a Memorandum of Understanding, or similar formal agreement, fully executed by all parties of the application, that clearly identifies the lead Applicant and that details the roles, responsibilities, and requirements for each party. The agreement must be enforceable and submitted documentation must include resolutions from each participating jurisdiction approving the agreement.
3. Two or more eligible Applicants, which share a program, may submit a joint application. A joint application must include a Memorandum of Understanding, or similar formal agreement, fully executed by all parties of the application, that clearly identifies the lead Applicant and that details the roles, responsibilities, and requirements for each party. The agreement must be enforceable. Only one Applicant in a joint application may be designated as the lead agency and will have the lead responsibility for administering the Standard Agreement, financial management, and activity reporting.
4. An eligible Applicant may apply on behalf of an applicant that has been determined to be ineligible due to programmatic findings, outstanding litigation, or statutory non-compliance, provided the findings, litigation, and/or noncompliance has been resolved, or is actively in progress of resolution and will be resolved during the expenditure period of the CDBG-CV2 and 3 funding. Applicants that have been debarred are not eligible for funding, and no other applicant may apply on their behalf.
5. An eligible Applicant may partner with a non-federally recognized tribe, with tribal consent, to apply and administer funds on its behalf.

Applicants that have not applied to the CDBG program in the last 5 years, or who are first time applicants to the state administered CDBG program are strongly encouraged to schedule pre-application technical assistance meetings with the Department's staff. These meetings are intended to help Applicants submit eligible applications that align with Applicant capacity and that are targeted to community needs and priorities. Ongoing technical assistance will be available to any entity that requests support in administering funds throughout the duration of the CDBG-CV funding.

B. Financial Management Compliance (2 CFR Part 200)

The Applicant must demonstrate to the satisfaction of the Department that it is in compliance with the financial management requirements at 2 CFR §200, et seq., including the single audit requirements of 2 CFR §200.501.

C. Good standing

The Applicant, and any co-Applicant, together with the respective affiliates, must be in good standing with the Department (*i.e.*, are current on all loan and/or grant obligations, have a satisfactory past performance history in all of their prior dealings with the Department, and are in full compliance with all Department contracts and reporting requirements.) Applicants not meeting the foregoing requirements shall include with their application evidence that they are actively working with the Department to resolve any issue.

D. Federal debarment

Pursuant to [24 CFR Part 5](#), all CDBG-CV Applicants are required to verify they and their, contractors, consultants, businesses, sub-recipients, etc., that will be conducting business with the Applicant as part of the activity are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. All Applicants, contractors, consultants, businesses, sub-recipients, or any other organization proposing to operate with support from CDBG-CV funds must be registered with the federal System for Award Management ([SAM](#)). **Entities that do not show results for a SAM search must register with SAM to be eligible for CDBG-CV funding.** Applicants and Applicant partners are responsible for managing SAM registration and ensuring registrations are current and active. Individuals under the employment of the Applicant or Applicant partners do not need to be individually evaluated for debarment unless that individual is operating as an independent contractor instead of an employee.

The Department will not award any CDBG-CV program funds to Applicants that are debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation from federally assisted programs, or that are proposing to partner, contract, or otherwise fund activities through an organization that is debarred, suspended, proposed for debarment, or otherwise ineligible from participation in federally assisted programs. Applicants are responsible for providing proof that all program partners, subrecipients, contractors, and any other program participants, current or future, are not debarred. Applicants must provide proof from the federal SAM that the Applicant, all application partners, and any subrecipients, developers, consultants, and contractors participating in the application, the potential administration of the award, or the potential implementation of the Activity are not debarred. **Applicants are not required to run debarment checks against individual employees.** If Applicant has not yet procured the contractor or identified a subrecipient for a specific activity, the Applicant will be required to check for debarment prior to executing a contract or agreement for that activity and include proof of debarment evaluation in the activity file.

If an Applicant is proposing an Economic Development activity that will provide funds, either through a loan or a grant, to for-profit businesses, those businesses must also be registered in SAM, and the Applicant must run a debarment check on each business. Businesses that are debarred will not be eligible for program funds.

Businesses that do not show results are not registered and must be registered to be eligible for funding.

E. Restrictions on multiple activities in the same political districts

Applications for eligible activities outside the Applicant's jurisdiction must include a legally binding agreement, acceptable to the Department, with the city or county in which the eligible Activity is located. Applicants may not apply to both the state CDBG program (including CDBG-CV) and to a CDBG program administered by an Urban County or other entitlement entity during the same program year.

F. Racial Equity

Applicants should prioritize the advancement of racial equity in all CDBG-CV programs and across systems and units of government in their jurisdiction. The Department asks applicants to be leaders in their communities facilitating partnerships among service organizations, housing providers, units of government, businesses, the homelessness response system and other partners to promote racial equity practices. All Applicants must identify how they are working to ensure racial equity in access to programs, projects, and activities funded with CDBG-CV resources. Applicants must commit to analyzing disproportionality in access to housing, access to services, quality of service provision and desired outcomes in programs and projects and affirmatively further equitable access, quality of service provision and outcomes for protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized and are disproportionately impacted by housing segregation, poverty, homelessness, and COVID-19.

Applicants cannot simply rely on delivering a standardization of services to address equity. Applicants must commit to reviewing their current policies and procedures and examining available data to ensure all eligible persons receive equitable services, support, and are served with dignity, respect and compassion regardless of circumstances, ability, or identity. See Appendix N for Racial Equity Resources and Tools.

When applying for CDBG-CV (Round 2 & 3) funds, applicants should consider:

- What are your community's racial demographics and the demographics of those experiencing homelessness, housing and economic insecurity?

- What are the outcomes of your CDBG programs based on race? What are your requirements for all sub-grantees to look at data to determine racial disparities and then put a plan in place to address them?
- How do underserved and marginalized communities learn about and enter CDBG-CV programming? What marketing and communication strategies are used to increase equitable access to CDBG-CV programming?
- How does your grant making process include prioritization for programs that are addressing the disproportionate impacts that housing insecurity, homelessness, economic insecurity, lack of access to equitable health care and COVID-19 has on communities of color, particularly Black, Latinx, Asian, Pacific Islander, and Native and Indigenous communities?
- How are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of housing insecurity, homelessness and economic insecurity being centered in a meaningful, sustained way in creating effective approaches to addressing these challenges? How are they involved in the funding decision-making process?
- How are these funds accessible to smaller and non-traditional organizations that have historically been serving communities of color but may not have previously participated formally in government grant programs, and how would these funds address the organization capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, and Native and Indigenous people?
- List your partner organizations that are addressing racial equity in the housing and homeless response system, the economic development sector and the health care sector and how do you partner with them.
The Department will require applicants to submit related racial and ethnic data metrics of their CDBG-CV programming on a quarterly reporting basis.

VII. Funding limits

A. Applications and Milestones

All applications must be submitted through the Department's online Grants Network portal via <https://portal.ecivis.com/#/login>; no hard copies will be accepted. Jurisdictions will submit **one application per** Activity. Each Activity must have a unique application with a complete budget, National Objective, scope of work, and milestone timeline. There will be no "combo" activities or applications accepted in this NOFA cycle. Each Activity, both projects and programs, is stand-alone with a separate budget and scope of work. General Administration should be budgeted for

each Activity up to 13 percent of the total activity budget. HUD allows a total of 20 percent of funding to be used for planning and administration. The Federal Register Notice for CDBG-CV administration limits the state to 7 percent which allows up to 13 percent for local jurisdictions. The Department is not proposing to allocate any funding for planning only activities, which will allow local jurisdictions to access the full administration balance. Each Activity will have a stand-alone Standard Agreement for that Activity. Applicants are encouraged to review the attached draft Standard Agreement as a sample of the applicable terms and conditions. Applicants may elect to take less than the 13 percent allowed for administration and use administration funds to increase funding for Activities.

- Funds from this NOFA cycle will be available to eligible Applicants via allocation through a simplified application (See Appendix A for final jurisdiction allocations).
- Activities submitted under the tribal set-asides will be limited according to the following schedule:
 - Public service activities will be limited to \$200,000 per activity application (activity type). Applicants are encouraged to evaluate need and capacity and ask for sufficient funding to successfully complete the activity. Applications asking for less than \$50,000 will be subject to additional review for feasibility and may require additional feasibility documentation. Feasibility review is an opportunity for the Department to discuss the activity with the applicant and ensure the level of funding is right-sized to activity scope to promote successful completion of the activity.
 - Housing and infrastructure activities (with the exception of housing and infrastructure assistance provided as part of a public service as identified above) will be limited to \$500,000 per activity application (activity type).
 - Tribes are limited to \$500,000 maximum award per tribe.
 - Applications submitted in partnership with three or more partners may apply for up to \$1.5 million.
 - Applicants are strongly encouraged to align funding asks with organizational capacity to deliver services and complete federal reporting requirements.
 - Applications will be reviewed on a rolling basis, as funding is available until either all applications submitted during the applicable application period have been funded, or all funds have been committed, whichever happens first, as per the funding re-allocation process below. See the Tribal Set-Asides section for the application schedule.

- Applicants who did not apply for their CDBG-CV1 allocation will receive a reduced CV1 allocation in addition to their CV2 and 3 allocations as detailed below in Section B.
- Maximum total grant amount limits are the allocation for your jurisdiction.
 - Program income is not included in the allocation amounts. Total activity budgets may exceed the award limits if program income is included in the activity application.
 - Program income included in a CDBG-CV application will be required to meet the same performance terms, duplication of benefits, and expenditure period for the CDBG-CV funds.
 - **DO NOT SUBMIT PROGRAM INCOME ONLY APPLICATIONS IN THE CDBG-CV APPLICATION. PROGRAM INCOME ONLY APPLICATIONS SUBMITTED WITH THE CDBG-CV APPLICATION DURING THE CDBG-CV2 AND 3 NOFA CYCLE WILL BE DENIED WITHOUT OPTION FOR REVISION OR REINSTATEMENT.** Please see the annual CDBG application process for program income only application instructions.
 - Applications asking for less than \$50,000 will be subject to additional review for feasibility and may require additional feasibility documentation. Feasibility review is an opportunity for the Department to discuss the activity with the applicant and ensure the level of funding is right-sized to activity scope to promote successful completion of the activity.
- Milestones: All CDBG-CV funded activities must be implemented according to the milestones defined in the Standard Agreement. Applicants must include, at the minimum, the following milestones for each Activity application:
 - Milestone 1 – Activity startup
 - Milestone 2 – Projected 20 percent expenditure
 - Milestone 3 – Projected 50 percent expenditure
 - Milestone 4 – Projected 80 percent expenditure
 - Milestone 5 – Activity completion and 100 percent expenditure

Additional milestones are optional, though encouraged for best practice Activity implementation. If milestones are not included in the application the Department will set default milestones for the Applicant, and the Applicant's funding will be subject to recapture for any missed milestones. Default milestones are as follows:

- Milestone 1 – Standard Agreement Execution
- Milestone 2 – June 1, 2021
- Milestone 3 – December 1, 2021
- Milestone 4 – May 1, 2022
- Milestone 5 – August 1, 2022

Applicants that fail to meet two or more consecutive milestones may be subject to funding re-capture, at the Department's discretion. Recaptured funds will be treated as unclaimed funds, as discussed below.

B. CDBG-CV Unclaimed Funds

The CDBG-CV1 NOFA included allocations to all non-entitlement jurisdictions in the State of California. Allocations were made prior to the release of the [Federal Register Notice 85 FR 51457](#) and did not include updated allowances for state administration. The CDBG-CV1 NOFA identified multiple options for re-allocating funds that were not requested in the initial CDBG-CV1 NOFA process. These options included re-allocating funds as part of a future CV NOFA. The Department has determined that based on the timeline for committing CDBG-CV1 funding, along with a prolonged wild-fire season, and overall reduced capacity at both the Department and among Applicants in the ability to apply for and commit funds, that the Department would make the necessary adjustments to the unclaimed CDBG-CV1 allocations to calculate and set-aside the Department's allowed administration costs and include the remaining allocations with the CDBG-CV2 and 3 allocations to be available to the communities originally identified in the CDBG-CV1 NOFA. Please see Appendix A for revised awards in unclaimed CDBG-CV1 funds. Applicants that elect to access their unclaimed CDBG-CV1 funds along with their CV2 and 3 allocations will use the same CDBG-CV2 application templates for all activities, and will be limited to no more than 3 (three) total activities. In the event that CDBG-CV allocations (including CDBG-CV1, 2, and 3) are left unclaimed at the end of the CDBG-CV2 and 3 NOFA period, funds will be re-allocated in the following priority:

- a. In the event that CDBG-CV1 and 3 funds are left unclaimed at the close of the NOFA period, funds will be offered to jurisdictions that are meeting all of their performance goals on schedule and that have clearly indicated in their quarterly reporting that they have the need and capacity to utilize additional funding in a timely manner.
- b. In the event that CDBG-CV2 funds are left unclaimed, funds will be redirected to applications submitted through the Tribal Set-aside. If applications for the Tribal

Set-asides exceeds funding, unclaimed CDBG-CV2 allocations will first be awarded to any unfunded Tribal Set-Aside projects to the extent that either all projects are funded or all funds are committed, whichever happens first.

- c. In the event that there are insufficient unfunded Tribal Set-aside projects to commit all unclaimed CDBG-CV2 allocations, unclaimed funds will be offered to jurisdictions that are meeting all of their performance goals on schedule and that have clearly indicated in their quarterly reporting that they have the need and capacity to utilize additional funding in a timely manner.

VIII. Program administrative costs

Awardees will be allowed to use a total of up to 13 percent of their allocation for program administration costs. Costs incurred in COVID-19 response prior to the allocation may be eligible for reimbursement as per the CARES Act. Applicants will be asked to identify pre-agreement costs as part of the application budget.

IX. Pre-agreement costs

Costs incurred in COVID-19 response prior to allocation may be eligible for reimbursement as per the CARES Act so long as the Applicant has not already been reimbursed for such costs in connection with a prior CV1 award. Applicants will be required to identify pre-agreement costs. Pre-agreement costs not identified as part of the application budget will not be eligible for reimbursement. See the attached sample Standard Agreement for pre-agreement cost reimbursement terms.

X. Threshold Submittals and Program Requirements

- A city or county must be a non-entitlement jurisdiction and must not currently be party to an Urban County Agreement or participate in, or be eligible to participate in, the HUD-administered CDBG Entitlement program.
- The Activity applied for must be an eligible Activity as defined by [24 CFR §§ 570.201-203 and](#) the CARES Act.
- The Activity must meet a CDBG national objective as defined by 24 CFR §570.483.
- The Applicant must provide the Department with its most recent single audit, if applicable. If the Applicant has open single audit findings (any findings, not just the Department, or federal program findings) and does not have a plan or agreement to remediate those findings, the Applicant will be deemed ineligible for funding through the state CDBG program until the findings are resolved or a remediation plan or agreement is established. Applicants exempt from single audit requirements must be on the official State Controller's Office Single Audit Status List in Appendix O.

- Pursuant to 24 CFR § 570.486, applications must follow CDBG Public Participation regulations as identified in the state's updated Citizen Participation Requirements for Federal Programs, Plans, and Reports. Applicants will be expected to provide opportunities for virtual meetings that include opportunities for the public to pose questions about the program and receive answers. Applicants will also be expected to meet, noticing and public information requirements for the program as per federal regulations and the Citizen Participation Requirements.
As per HSC § 50829, the Applicant must submit a draft adopted Housing Element to the Department in accordance with the requirements listed in Government Code (GC) § 65580 et seq., most specifically GC § 65585. Failure to comply with the procedural requirements (i.e., GC § 65585) Housing Element law will invalidate the application for this NOFA and the Applicant will be deemed ineligible for funding through the state CDBG program, including CDBG-CV funding, until the Applicant has met procedural requirements. Applicants triggering the provision of HSC § 50830, must meet and document all pertinent requirements. See Appendix B for information on Housing Element status.
- The Applicant must certify that they have not enacted any growth controls that would render them ineligible for CDBG funding, as per certification in Appendix J Application Certifications.
- The Applicant must be in good standing with the Department as defined in Section VI of this NOFA.
- The Applicant must demonstrate compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 relocation requirements, as applicable.
- The Applicant must demonstrate compliance with Article XXXIV, as applicable.
- To reduce delays in the application review, award, and contracting processes, **Applicants are required to use the Department's Sample Resolution of the Governing Body.** For reference, please see Appendix D.

XI. Applications

A. Application Workshops

The Department will hold a general NOFA Workshop via webinar on January 7, 2021 and a Tribal Workshop for both non-federally and federally recognized tribes and their partners, via webinar on January 5, 2021. Please visit the Department's website at <https://www.hcd.ca.gov/grants-funding/active-funding/cdbg.shtml> to register.

Applicants are also **strongly encouraged** to review available webinars and training materials on the CDBG program in general, the CDBG Redesign, using the Grants Network portal, and preparing a CDBG program application in the Grants Network portal.

B. Application submission

Applicants must follow instructions in both this NOFA and the online application, including naming convention requirements. Failure to follow instructions will result in disqualification. If an instruction is unclear or if an Applicant has viewed available training and is still unsure how to proceed, please attend an “HCD CDBG/ESG Office Hour” to ask your question, or email the question to Department staff at CDBG@hcd.ca.gov. Applications disqualified due to failure to follow instructions will **not** be available for correction, and funding allocations will be re-allocated as per this NOFA.

The CDBG-CV application and all required attachments must be submitted to the Department through the Grants Network Portal located at <https://portal.ecivis.com/#/login>. Applications must include all required information to be submitted. Applicants must certify that all information is true and complete to the best of their knowledge, under penalty of perjury.

Applicants that do not have an account with Grants Network portal should log into the <https://portal.ecivis.com/#/login>. Use the “Create an account” option to initiate a profile.

Applications must meet all threshold and eligibility requirements upon submission. It is the Applicant’s responsibility to ensure that the submitted application is clear, complete, and accurate. Department staff may request clarifying information and may request that applications be revised and resubmitted to help address eligibility and threshold issues prior to approving applications and issuing awards.

C. Disclosure of application

Information provided in the application will become public record available for review by the public pursuant to the California Public Records Act (“PRA”) (GC § 6250 et seq.). As such, the Department may disclose any materials provided by the Applicant to any person making a request under the PRA. The Department cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers, home addresses, or other personally identify information. By providing this information to the Department, the Applicant is waiving any claims of confidentiality, and consents to the Department’s disclosure of the Applicant’s material upon receipt of a PRA request.

XII. Application review, approval and commitment process

A. Application review

All applications are required to pass threshold requirements. Applications that do not meet threshold will not be further reviewed and will be returned to a draft status for Applicant revisions. All applications will be reviewed for Activity eligibility. Activities that do not meet program eligibility will be returned to a draft status for Applicant revisions. Applicants will be given a timeframe to revise and re-submit the application. Timeframes will be based on the extent of necessary changes. Applicants that do not make requested changes in the given timeframe will have their allocation identified as unclaimed, and funding will be re-allocated as per Section VII. Funding Limits.

B. Recommendations

The Department will review applications and make award recommendations according to the above threshold criteria and the completeness of the application, including a clear COVID-19 nexus. Applicants that are recommended for awards will be contacted and provided with an opportunity to update project schedules or other date-dependent data that may have aged during the application review period. Applicants will officially be notified of awards through the Grants Network portal. Applicants should ensure that the appropriate contact information is included in applicant profiles to facilitate notifications of awards and requests for changes. The award notification will include instructions for accepting or declining the award, as well as an executable Standard Agreement. Applicants that are not recommended for awards will be notified through the Grants Network portal that their application has been returned to draft status for Applicant revision, as applicable.

C. Standard Agreements

Successful Applicants (Awardees) will enter into a Standard Agreement with the Department, a draft sample is included as Appendix K of this NOFA. The Standard Agreement contains all the relevant state and federal requirements, activity performance and management requirements, and disbursement requirements. A condition of award will be that a Standard Agreement must be executed by the Awardee within 30 days (contracting period) of the Awardee's receipt of the Standard Agreement(s). Failure to execute and return the Standard Agreement(s) to the Department within the contracting period will result in award cancellation. Award cancellations are final.

XIII. Awards announcement and grant implementation

The Department anticipates awards will be announced as applications are approved for funding.

XIV. Federal program requirements

A. Cross-cutting requirements

The CDBG-CV funding is administered under the general rules and regulations promulgated primarily in [24 CFR § 570.600](#), et seq. These primary regulations are known as the federal cross-cutting requirements and form the basis of the programmatic requirements. The Department incorporates all federal cross-cutting requirements into the state administered CDBG program, and the regulations in Part 570 are translated into required actions on the part of all Awardees of the state administered CDBG program, including CDBG-CV funds.

This following is a summary of the federal cross-cutting requirements:

1. Environmental Standards (based on National Environmental Policy Act of 1969 [NEPA])
2. Labor Standards (Davis-Bacon and related laws)
3. Achieving a HUD National Objective
4. Public participation requirements
5. Fair Housing and Affirmatively Furthering Fair Housing
6. Equal Opportunity and Non-Discrimination in federal Grant Programs
7. Federal Procurement Guidelines
8. National Flood Insurance Program compliance
9. Relocation and displacement requirements
10. Employment and Contracting Opportunities Section 3 compliance
11. Lead-based paint requirements
12. No use of debarred, ineligible, or suspended contractors or sub-recipients
13. Uniform Administrative Requirements and Cost Principles
14. Conflict of interest prohibitions

15. Compliance with the Architectural Barriers Act and the Americans with Disabilities Act
16. Compliance with Eligibility Restrictions for certain resident aliens
17. Federal reporting requirements
18. Grant and subrecipient monitoring requirements

B. Relocation Plan requirement

Awardees engaging in project-specific activities that may or will cause the temporary or permanent relocation and displacement of persons, property, or businesses must provide a project-specific relocation plan as part of the application. The plan must meet the standards established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). Awardees must successfully demonstrate that they have met URA requirements prior to the start of the project or displacement Activity. Applicants should include relocation costs in project budgets.

Awardees must provide General Information Notices to persons who may be displaced if the Activity in the grant application is funded. This plan must outline how the Awardee will enforce and manage the project's temporary relocation and displacement activities and estimate what relocation benefits will be required so those costs can be included in the project's development budget.

C. Article XXXIV compliance

Awardees engaging in low-income housing project activities that are subject to Article XXXIV of the California Constitution must show that the project approval process complies with Article XXXIV requirements as defined in the California Constitution, California state statutes, and applicable case law. The state statutes implementing Article XXXIV can be found at [HSC § 37000, et seq.](#)

D. Procurement

Pursuant to [24 CFR §570.489\(g\)](#), all Awardees must comply with federal procurement requirements. The Department will review the Awardee's procurement documents for services (i.e., administrative sub-contractor, Davis-Bacon Act consultant, etc.) at time of monitoring.

Requirements for federal procurement can be found at [2 CFR §200.317-326](#). Awardees are responsible for meeting all federal procurement standards for goods and services funded through federal programs. Failure to meet procurement requirements may result in disqualification, recapture of federal funds, and debarment.

E. Application Certifications and Statement of Assurances

Applicants must sign and submit the Certifications and Statement of Assurances (Appendix J) with their application to meet threshold. Please review the Statement and confirm compliance with each requirement. Failure to comply with the certifications and assurances may result in disqualification, recapture of federal funds, and debarment.

Appendix A: CDBG-CV2 and 3 Allocations and LMA %

Column1	CV1 Revision	CV2	CV3	Total
Toal Award	\$ 19,331,744.00	\$ 113,263,490.00	\$ 18,031,478.00	\$ 150,626,712.00
Entitlement	\$ -	\$ 50,968,571.00	\$ -	\$ 50,968,571.00
State Operations	\$ 1,353,222.00	\$ 7,928,444.00	\$ 1,262,203.00	\$ 10,543,869.00
Local Assistance	\$ 17,978,522.00	\$ 54,366,475.00	\$ 16,769,275.00	\$ 89,114,272.00
Requested	\$ 12,143,754.00	\$ -	\$ -	\$ 12,143,754.00
Colonias Set Aside	\$ 898,926.00	\$ 2,718,324.00	\$ 838,464.00	\$ 4,455,714.00
Federal Tribes Set-Aside	\$ -	\$ 2,718,324.00	\$ -	\$ 2,718,324.00
Non-Federal Tribes Set-Aside	\$ 224,732.00	\$ 679,581.00	\$ 209,616.00	\$ 1,113,929.00
Total for Allocation		\$ 48,250,247.00	\$ 15,721,195.00	\$ 63,971,442.00

Jurisdiction	CV1 Rmdr	CV2	CV3	Total	UGLG LMI	Housing Element
Alpine County	\$ 49,430.00	\$ 156,142.00	\$ 50,875.00	\$ 256,447.00	39.82%	Currently Ineligible
Alturas	\$ -	\$ 182,071.00	\$ 59,323.00	\$ 241,394.00	48.47%	Eligible
Amador City	\$ 47,821.00	\$ 151,057.00	\$ 49,218.00	\$ 248,096.00	46.67%	Currently Ineligible
Amador County	\$ 97,715.00	\$ 308,667.00	\$ 100,572.00	\$ 506,954.00	38.76%	Eligible
American Canyon	\$ 85,483.00	\$ 270,027.00	\$ 87,982.00	\$ 443,492.00	33.80%	Eligible
Anderson	\$ -	\$ 238,505.00	\$ 77,711.00	\$ 316,216.00	61.16%	Eligible
Angels	\$ -	\$ 186,647.00	\$ 60,814.00	\$ 247,461.00	43.94%	Eligible
Arcata	\$ -	\$ 405,266.00	\$ 132,046.00	\$ 537,312.00	67.47%	Eligible
Artesia	\$ -	\$ 312,226.00	\$ 101,731.00	\$ 413,957.00	53.95%	Eligible
Arvin	\$ -	\$ 318,835.00	\$ 103,885.00	\$ 422,720.00	66.80%	Eligible
Atwater	\$ 115,259.00	\$ 364,084.00	\$ 118,628.00	\$ 597,971.00	49.81%	Eligible
Auburn	\$ 87,254.00	\$ 275,620.00	\$ 89,804.00	\$ 452,678.00	43.22%	Eligible
Avenal	\$ -	\$ 240,539.00	\$ 78,374.00	\$ 318,913.00	74.18%	Eligible
Benicia	\$ 10,327.00	\$ 325,445.00	\$ 106,038.00	\$ 441,810.00	23.60%	Eligible
Biggs	\$ 51,362.00	\$ 162,243.00	\$ 52,863.00	\$ 266,468.00	58.07%	Eligible
Bishop	\$ -	\$ 192,239.00	\$ 62,637.00	\$ 254,876.00	49.67%	Eligible
Blue Lake	\$ 49,591.00	\$ 156,650.00	\$ 51,041.00	\$ 257,282.00	39.69%	Currently Ineligible
Brawley	\$ -	\$ 347,815.00	\$ 113,327.00	\$ 461,142.00	52.15%	Eligible

Butte County	\$ -	\$ 768,276.00	\$ 250,325.00	\$ 1,018,601.00	45.99%	Eligible
Calaveras County	\$ -	\$ 475,428.00	\$ 154,907.00	\$ 630,335.00	41.57%	Eligible
Calexico	\$ -	\$ 469,327.00	\$ 152,919.00	\$ 622,246.00	51.68%	Eligible
Calimesa	\$ 64,560.00	\$ 203,933.00	\$ 66,447.00	\$ 334,940.00	38.19%	Eligible
Calipatria	\$ -	\$ 176,987.00	\$ 57,667.00	\$ 234,654.00	57.63%	Eligible
Calistoga	\$ -	\$ 195,798.00	\$ 63,796.00	\$ 259,594.00	54.19%	Eligible
Capitola	\$ -	\$ 241,556.00	\$ 78,705.00	\$ 320,261.00	52.78%	Eligible
Carmel-by-the-Sea	\$ 59,570.00	\$ 188,172.00	\$ 61,311.00	\$ 309,053.00	28.46%	Eligible
Chowchilla	\$ -	\$ 253,758.00	\$ 82,681.00	\$ 336,439.00	61.49%	Eligible
Clearlake	\$ -	\$ 335,613.00	\$ 109,351.00	\$ 444,964.00	71.16%	Eligible
Coalinga	\$ -	\$ 236,980.00	\$ 77,214.00	\$ 314,194.00	40.56%	Eligible
Colfax	\$ -	\$ 165,293.00	\$ 53,857.00	\$ 219,150.00	56.79%	Eligible
Colusa	\$ -	\$ 197,323.00	\$ 64,293.00	\$ 261,616.00	47.70%	Eligible
Colusa County	\$ 60,697.00	\$ 191,731.00	\$ 62,471.00	\$ 314,899.00	38.92%	Eligible
Corcoran	\$ -	\$ 261,892.00	\$ 85,331.00	\$ 347,223.00	67.17%	Eligible
Corning	\$ -	\$ 212,576.00	\$ 69,263.00	\$ 281,839.00	66.47%	Eligible
Crescent City	\$ -	\$ 185,630.00	\$ 60,483.00	\$ 246,113.00	62.71%	Eligible
Del Norte County	\$ -	\$ 323,919.00	\$ 10,541.00	\$ 334,460.00	45.60%	Eligible
Dinuba	\$ -	\$ 341,206.00	\$ 111,174.00	\$ 452,380.00	60.81%	Eligible
Dixon	\$ -	\$ 265,451.00	\$ 86,491.00	\$ 351,942.00	38.99%	Eligible
Dorris	\$ -	\$ 152,583.00	\$ 49,715.00	\$ 202,298.00	72.58%	Eligible
Dos Palos	\$ 60,214.00	\$ 190,206.00	\$ 61,974.00	\$ 312,394.00	65.38%	Currently Ineligible
Dunsmuir	\$ -	\$ 165,293.00	\$ 53,857.00	\$ 219,150.00	62.58%	Eligible
El Dorado County	\$ 350,248.00	\$ 1,106,374.00	\$ 360,486.00	\$ 1,817,108.00	34.73%	Eligible
Etna	\$ -	\$ 154,108.00	\$ 50,212.00	\$ 204,320.00	68.57%	Eligible
Eureka	\$ -	\$ 431,704.00	\$ 140,660.00	\$ 572,364.00	50.52%	Eligible
Exeter	\$ -	\$ 224,778.00	\$ 73,239.00	\$ 298,017.00	54.96%	Eligible
Farmersville	\$ -	\$ 225,795.00	\$ 73,570.00	\$ 299,365.00	59.18%	Eligible
Ferndale	\$ 51,683.00	\$ 163,259.00	\$ 53,194.00	\$ 268,136.00	34.69%	Eligible
Firebaugh	\$ -	\$ 219,185.00	\$ 71,416.00	\$ 290,601.00	61.04%	Eligible
Fort Bragg	\$ -	\$ 245,623.00	\$ 80,030.00	\$ 325,653.00	52.65%	Eligible
Fort Jones	\$ -	\$ 158,684.00	\$ 51,703.00	\$ 210,387.00	47.96%	Eligible

Fortuna	\$ 79,045.00	\$ 249,690.00	\$ 81,356.00	\$ 410,091.00	49.51%	Eligible
Fowler	\$ 58,926.00	\$ 186,138.00	\$ 60,649.00	\$ 305,713.00	49.83%	Eligible
Glenn County	\$ -	\$ 245,623.00	\$ 80,030.00	\$ 325,653.00	48.08%	Eligible
Grass Valley	\$ 98,681.00	\$ 311,717.00	\$ 101,566.00	\$ 511,964.00	65.31%	Eligible
Greenfield	\$ 101,900.00	\$ 321,886.00	\$ 104,879.00	\$ 528,665.00	64.77%	Eligible
Gridley	\$ 67,296.00	\$ 212,576.00	\$ 69,263.00	\$ 349,135.00	45.79%	Eligible
Grover Beach	\$ -	\$ 278,670.00	\$ 90,798.00	\$ 369,468.00	53.61%	Eligible
Guadalupe	\$ -	\$ 232,404.00	\$ 75,723.00	\$ 308,127.00	69.04%	Eligible
Gustine	\$ 53,454.00	\$ 168,852.00	\$ 55,016.00	\$ 277,322.00	46.42%	Eligible
Hidden Hills	\$ 51,844.00	\$ 163,768.00	\$ 53,360.00	\$ 268,972.00	18.33%	Eligible
Hollister	\$ -	\$ 414,926.00	\$ 135,194.00	\$ 550,120.00	45.57%	Eligible
Holtville	\$ 60,053.00	\$ 189,697.00	\$ 61,808.00	\$ 311,558.00	59.48%	Eligible
Humboldt County	\$ -	\$ 793,697.00	\$ 258,607.00	\$ 1,052,304.00	46.58%	Eligible
Huron	\$ -	\$ 228,845.00	\$ 74,564.00	\$ 303,409.00	70.69%	Eligible
Imperial	\$ -	\$ 210,034.00	\$ 68,435.00	\$ 278,469.00	20.91%	Eligible
Imperial County	\$ -	\$ 400,182.00	\$ 130,390.00	\$ 530,572.00	48.54%	Eligible
Indian Wells	\$ 64,560.00	\$ 203,933.00	\$ 66,447.00	\$ 334,940.00	23.11%	Eligible
Industry	\$ 47,627.00	\$ 150,447.00	\$ 49,020.00	\$ 247,094.00	65.85%	Eligible
Inyo County	\$ -	\$ 238,505.00	\$ 77,711.00	\$ 316,216.00	41.44%	Eligible
Ione	\$ -	\$ 172,919.00	\$ 56,342.00	\$ 229,261.00	38.75%	Eligible
Jackson	\$ -	\$ 200,882.00	\$ 65,453.00	\$ 266,335.00	49.71%	Eligible
King City	\$ -	\$ 308,667.00	\$ 100,572.00	\$ 409,239.00	68.41%	Eligible
Kings County		\$ 376,286.00	\$ 122,604.00	\$ 498,890.00	46.93%	Eligible
Lake County	\$ -	\$ 556,775.00	\$ 181,412.00	\$ 738,187.00	51.44%	Eligible
Lakeport	\$ -	\$ 182,071.00	\$ 59,323.00	\$ 241,394.00	41.50%	Eligible
Lassen County	\$ 74,217.00	\$ 234,438.00	\$ 76,386.00	\$ 385,041.00	38.47%	Eligible
Lemoore	\$ 105,763.00	\$ 334,088.00	\$ 108,855.00	\$ 548,706.00	41.05%	Eligible
Lincoln	\$ -	\$ 467,802.00	\$ 152,422.00	\$ 620,224.00	33.27%	Eligible
Lindsay	\$ 85,322.00	\$ 269,519.00	\$ 87,816.00	\$ 442,657.00	67.17%	Eligible
Live Oak	\$ 65,203.00	\$ 205,966.00	\$ 67,109.00	\$ 338,278.00	55.17%	Eligible
Livingston	\$ -	\$ 250,199.00	\$ 81,521.00	\$ 331,720.00	41.01%	Eligible
Loomis	\$ 59,409.00	\$ 187,663.00	\$ 61,146.00	\$ 308,218.00	24.55%	Eligible

Los Banos	\$ -	\$ 433,229.00	\$ 141,157.00	\$ 574,386.00	52.59%	Eligible
Loyalton	\$ 49,108.00	\$ 155,125.00	\$ 50,544.00	\$ 254,777.00	55.81%	Currently Ineligible
Madera County	\$ 199,758.00	\$ 631,004.00	\$ 205,597.00	\$ 1,036,359.00	47.90%	Eligible
Mammoth Lakes	\$ -	\$ 187,663.00	\$ 61,146.00	\$ 248,809.00	53.34%	Eligible
Maricopa	\$ 48,464.00	\$ 153,091.00	\$ 49,881.00	\$ 251,436.00	60.66%	Currently Ineligible
Marina	\$ 114,776.00	\$ 362,559.00	\$ 118,131.00	\$ 595,466.00	46.32%	Currently Ineligible
Mariposa County	\$ -	\$ 295,448.00	\$ 96,265.00	\$ 391,713.00	38.31%	Eligible
Marysville	\$ 80,333.00	\$ 253,758.00	\$ 82,681.00	\$ 416,772.00	56.37%	Eligible
McFarland	\$ -	\$ 259,350.00	\$ 84,503.00	\$ 343,853.00	75.01%	Eligible
Mendocino County	\$ -	\$ 806,408.00	\$ 262,749.00	\$ 1,069,157.00	45.87%	Eligible
Merced County	\$ -	\$ 716,418.00	\$ 233,428.00	\$ 949,846.00	51.54%	Eligible
Modoc County	\$ 55,546.00	\$ 175,461.00	\$ 57,170.00	\$ 288,177.00	48.50%	Eligible
Mono County	\$ -	\$ 176,987.00	\$ 57,667.00	\$ 234,654.00	50.27%	Eligible
Montague		\$ 157,667.00	\$ 51,372.00	\$ 209,039.00	43.29%	Eligible
Mount Shasta		\$ 206,475.00	\$ 67,275.00	\$ 273,750.00	45.91%	Eligible
Napa County		\$ 329,512.00	\$ 107,634.00	\$ 437,146.00	41.84%	Eligible
Nevada City	\$ 57,317.00	\$ 181,054.00	\$ 58,992.00	\$ 297,363.00	48.00%	Eligible
Nevada County	\$ -	\$ 705,741.00	\$ 229,949.00	\$ 935,690.00	39.32%	Eligible
Orange Cove	\$ 73,734.00	\$ 232,913.00	\$ 75,889.00	\$ 382,536.00	75.54%	Eligible
Orland	\$ -	\$ 212,576.00	\$ 69,263.00	\$ 281,839.00	55.25%	Eligible
Oroville	\$ -	\$ 315,276.00	\$ 102,725.00	\$ 418,001.00	55.20%	Eligible
Pacific Grove	\$ 86,449.00	\$ 273,078.00	\$ 88,976.00	\$ 448,503.00	23.93%	Eligible
Palos Verdes Estates	\$ 70,354.00	\$ 222,236.00	\$ 72,410.00	\$ 365,000.00	15.31%	Eligible
Parlier	\$ -	\$ 307,142.00	\$ 100,075.00	\$ 407,217.00	71.45%	Eligible
Pismo Beach	\$ 72,446.00	\$ 228,845.00	\$ 74,564.00	\$ 375,855.00	43.06%	Eligible
Placer County		\$ 1,048,923.00	\$ 341,767.00	\$ 1,390,690.00	31.45%	Eligible
Placerville	\$ 80,655.00	\$ 254,775.00	\$ 83,012.00	\$ 418,442.00	55.93%	Eligible
Plumas County	\$ -	\$ 278,670.00	\$ 90,798.00	\$ 369,468.00	41.09%	Eligible
Plymouth	\$ -	\$ 154,616.00	\$ 50,378.00	\$ 204,994.00	55.42%	Eligible
Point Arena	\$ -	\$ 154,616.00	\$ 50,378.00	\$ 204,994.00	53.85%	Eligible
Portola	\$ 54,742.00	\$ 172,919.00	\$ 56,342.00	\$ 284,003.00	59.34%	Eligible
Rancho Mirage	\$ -	\$ 396,115.00	\$ 129,065.00	\$ 525,180.00	34.32%	Eligible

Red Bluff	\$ -	\$ 285,280.00	\$ 92,952.00	\$ 378,232.00	58.69%	Eligible
Rio Dell	\$ -	\$ 181,562.00	\$ 59,158.00	\$ 240,720.00	48.88%	Eligible
Rio Vista	\$ 70,032.00	\$ 221,219.00	\$ 720,179.00	\$ 1,011,430.00	43.80%	Eligible
Riverbank	\$ 88,863.00	\$ 280,704.00	\$ 91,461.00	\$ 461,028.00	35.70%	Eligible
San Benito County	\$ -	\$ 278,670.00	\$ 90,798.00	\$ 369,468.00	45.98%	Eligible
San Joaquin	\$ -	\$ 180,546.00	\$ 58,826.00	\$ 239,372.00	76.81%	Eligible
San Juan Bautista	\$ -	\$ 174,445.00	\$ 56,839.00	\$ 231,284.00	51.56%	Eligible
San Juan Capistrano	\$ 172,397.00	\$ 544,573.00	\$ 177,436.00	\$ 894,406.00	51.84%	Eligible
Sand City	\$ 48,754.00	\$ 154,006.00	\$ 50,179.00	\$ 252,939.00	62.90%	Eligible
Sanger	\$ -	\$ 355,950.00	\$ 115,978.00	\$ 471,928.00	47.09%	Eligible
Santa Cruz County	\$ -	\$ 1,304,657.00	\$ 425,091.00	\$ 1,729,748.00	50.09%	Eligible
Scotts Valley	\$ 75,504.00	\$ 238,505.00	\$ 77,711.00	\$ 391,720.00	24.62%	Eligible
Shasta County	\$ -	\$ 661,000.00	\$ 215,371.00	\$ 876,371.00	42.64%	Eligible
Shasta Lake	\$ -	\$ 234,946.00	\$ 76,552.00	\$ 311,498.00	44.42%	Eligible
Sierra County	\$ 49,108.00	\$ 155,125.00	\$ 50,544.00	\$ 254,777.00	42.56%	Eligible
Siskiyou County	\$ -	\$ 326,970.00	\$ 106,535.00	\$ 433,505.00	50.10%	Eligible
Solano County	\$ 93,370.00	\$ 294,940.00	\$ 96,099.00	\$ 484,409.00	39.35%	Eligible
Soledad	\$ -	\$ 278,162.00	\$ 90,632.00	\$ 368,794.00	56.49%	Eligible
Sonora	\$ 66,491.00	\$ 210,034.00	\$ 68,435.00	\$ 344,960.00	54.59%	Eligible
South Lake Tahoe	\$ -	\$ 381,371.00	\$ 124,261.00	\$ 505,632.00	59.15%	Eligible
St. Helena	\$ -	\$ 204,441.00	\$ 66,612.00	\$ 271,053.00	36.53%	Eligible
Suisun City	\$ -	\$ 355,950.00	\$ 115,978.00	\$ 471,928.00	41.31%	Eligible
Susanville	\$ 67,779.00	\$ 214,101.00	\$ 69,760.00	\$ 351,640.00	42.62%	Eligible
Sutter County	\$ -	\$ 267,485.00	\$ 87,154.00	\$ 354,639.00	40.84%	Eligible
Sutter Creek	\$ 57,156.00	\$ 180,546.00	\$ 58,826.00	\$ 296,528.00	50.48%	Eligible
Taft	\$ 65,847.00	\$ 208,000.00	\$ 67,772.00	\$ 341,619.00	45.35%	Eligible
Tehama	\$ -	\$ 150,447.00	\$ 49,020.00	\$ 199,467.00	47.56%	Eligible
Tehama County	\$ -	\$ 429,772.00	\$ 140,031.00	\$ 569,803.00	47.18%	Eligible
Trinidad	\$ 47,982.00	\$ 151,566.00	\$ 49,384.00	\$ 248,932.00	27.27%	Eligible
Trinity County	\$ -	\$ 279,687.00	\$ 91,129.00	\$ 370,816.00	48.72%	Eligible
Truckee	\$ -	\$ 240,539.00	\$ 78,374.00	\$ 318,913.00	27.72%	Eligible
Tulare County	\$ -	\$ 1,345,330.00	\$ 438,344.00	\$ 1,783,674.00	53.64%	Eligible

Tulelake	\$	-	\$	157,158.00	\$	512,016.00	\$	669,174.00	63.50%	Eligible
Tuolumne County	\$	-	\$	557,791.00	\$	181,743.00	\$	739,534.00	38.07%	Eligible
Ukiah	\$	-	\$	298,498.00	\$	97,259.00	\$	395,757.00	49.25%	Eligible
Vernon	\$	47,467.00	\$	149,939.00	\$	48,854.00	\$	246,260.00	75.00%	Eligible
Wasco	\$	98,681.00	\$	311,717.00	\$	101,566.00	\$	511,964.00	57.01%	Eligible
Weed	\$	-	\$	175,970.00	\$	57,336.00	\$	233,306.00	65.41%	Eligible
Westmorland	\$	-	\$	166,818.00	\$	54,354.00	\$	221,172.00	77.14%	Currently Ineligible
Wheatland	\$	52,327.00	\$	165,293.00	\$	53,857.00	\$	271,477.00	30.21%	Eligible
Williams	\$	58,765.00	\$	185,630.00	\$	60,483.00	\$	304,878.00	36.54%	Eligible
Willits	\$	-	\$	212,068.00	\$	69,097.00	\$	281,165.00	55.82%	Eligible
Willows	\$	68,100.00	\$	215,118.00	\$	70,091.00	\$	353,309.00	44.56%	Eligible
Winters	\$	-	\$	203,933.00	\$	66,447.00	\$	270,380.00	40.32%	Eligible
Woodlake	\$	65,364.00	\$	206,475.00	\$	67,275.00	\$	339,114.00	62.74%	Eligible
Yolo County	\$	-	\$	314,259.00	\$	102,394.00	\$	416,653.00	50.42%	Eligible
Yountville	\$	58,926.00	\$	186,138.00	\$	60,649.00	\$	305,713.00	44.71%	Eligible
Yreka	\$	-	\$	234,438	\$	76,386.00	\$	99,824.00	59.78%	Eligible
Yuba County	\$	-	\$	627,445.00	\$	204,438.00	\$	831,883.00	45.13%	Eligible

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670, 95833
P.O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov



January 13, 2021

Sage Sangiacomo, City Manager
City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Dear Sage Sangiacomo:

**RE: Award Announcement – City of Ukiah
Contract No.: 20-CDBG-CV1-00004 / CFDA # 14.228**

The California Department of Housing and Community Development (Department) is pleased to announce that the City of Ukiah has been awarded a Community Development Block Grant – Coronavirus Response Round 1 (CDBG-CV1) in the amount of \$108,757. This letter constitutes notice of the award of CDBG-CV1 funds for use in Mendocino County.

The City of Ukiah will be able to draw down funds when the standard agreement is fully executed, and any general and special conditions have been cleared in writing.

Congratulations on your successful application. A fact sheet summarizing your 2020 award activities and funding information is enclosed.

For further information, please contact Roxann Kuhnert, CDBG Program Manager, at (916) 263-6468 or roxann.kuhnert@hcd.ca.gov. The Department looks forward to working with you to promote the success of your CDBG activities.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Seeger".

Jennifer Seeger
Deputy Director

Enclosure

**California Department of Housing and Community Development
Community Development Block Grant (CDBG) Program
2020 Award Detail**

**City of Ukiah Fact Sheet
Contract No.: 20-CDBG-CV1-00004**

Activity Funding

Activity Amount

Public Facilities and Improvements - Improvement Project for Surge Capacity\$108,757

TOTAL AWARD: \$108,757

RESOLUTION NO. 2021-__

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS RESPONSE ROUND 2 AND 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the **City Council** of the **City of Ukiah** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s), in the aggregate amount, not to exceed \$395,757, for the following CDBG-CV2 and CV3 activities, pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

City of Ukiah Subsistence Payments Program	\$200,000
General Administration- Subsistence Payments Program	\$ 23,009
Public Facility Improvement Project- Permanent Generator	\$ 27,891
General Administration- Public Facility Improvement Project	\$ 3,209
Purchase of Ukiah Valley Fire Authority Ambulance	\$141,648
Total	\$395,757

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG Business Assistance application and acknowledges no Program Income is authorized or approved for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on February 3, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Juan V. Orozco, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 3rd day of February, 2021.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: _____

RESOLUTION NO. 2021-__

A RESOLUTION APPROVING AN AMENDMENT TO THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1) STANDARD AGREEMENT TO ADD ADDITIONAL FUNDS FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 2 AND 3 NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the **City Council** of the **City of Ukiah** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California ("State") of application(s) to add additional funding to the City's existing CDBG-CV1 Standard Agreement with the State ("Standard Agreement") for the following new CDBG-CV2 and CV3 activities pursuant to the State's December 2020 CDBG-CV2 and 3 Notice of Funding Availability ("NOFA"):

Current CDBG-CV1 Activities

Public Facility Improvement Project- Permanent Generator	\$ 92,954
General Administration	\$ 15,803

Amount of New CDBG-CV2 and 3 Funds to Be Added to Activities

Public Facility Improvement Project- Permanent Generator	\$ 27,891
General Administration- Permanent Generator	\$ 3,209

Total Amount of All CDBG-CV Activities

Public Service- City of Ukiah Subsistence Payments Program	\$200,000
General Administration- Subsistence Payments Program	\$ 23,009
Public Facility Improvement Project- Permanent Generator	\$120,845
General Administration- Permanent Generator	\$ 19,012
Public Service- Purchase of Ukiah Valley Fire Authority Ambulance	\$141,648
Total	\$504,514

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG Business Assistance application and acknowledges no Program Income is authorized or approved for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s) for the new CDBG-CV2 and CV-3 activities described in Section 1 above.

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an amendment to the Standard Agreement is approved as contemplated above, the City Manager is authorized to enter into, execute and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on February 3, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Juan V. Orozco, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 3rd day of February, 2021.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: _____

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
February 3, 2021
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on February 3, 2021, having been legally noticed on January 29, 2021. Mayor Orozco called the meeting to order at 6:01 p.m. Roll was taken with the following **Councilmembers Present:** Douglas F. Crane, Mari Rodin, Josefina Dueñas, and Juan V. Orozco. **Councilmember Absent by Prearrangement:** Jim O. Brown **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR OROZCO PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Orozco.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Adoption of Resolution and Administer of Oath of Office Appointing Mari Rodin to the City Council, Filling the Unexpired Term of Maureen Mulheren, and Becoming Effective Immediately Thereafter.

Presenter: Kristine Lawler, City Clerk.

Motion/Second: Crane/Orozco to adopt Resolution (2021-02) and direct Clerk to administer the Oath of Office to Mari Rodin, appointing her to fill the unexpired term of departed Councilmember Maureen Mulheren, to become effective immediately thereafter, with the term ending with the General Municipal Election in November 2022. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

The Oath of Office was administered to Councilmember Mari Rodin, and she took seat on the City Council.

URGENCY ITEM: Recognizing February, 2021, As “Black History Month” In the City Of Ukiah.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Crane/Rodin to accept Urgency Item due to timelines and place as Agenda Item 3b. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

b. Urgency Item: Recognizing February, 2021, As “Black History Month” In the City Of Ukiah.

Presenter: Mayor Orozco.

Public Comment: Troyle Tagnoli.

Proclamation was received by Troyle Tagnoli

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the January 20, 2021, Regular Meeting

Motion/Second: Crane/Duenas to approve Minutes of January 20, 2020, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

- a. Award Contract (COU No. 2021-166) for Professional Environmental Services with GHD for Permitting Efforts for the Maintenance of Gibson Creek Box Culvert at School Street in the Amount of \$11,800 – *Public Works*.
- b. Possible Adoption of Ordinance Amending Section 7161 of Division 8, Chapter 1, Article 11 of the City Code to Regulate Short Time Limit Parking – *Community Development*.

ORDINANCE NO. 1209

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 7161 OF DIVISION 8, CHAPTER 1, ARTICLE 11 OF THE CITY CODE TO REGULATE SHORT TIME LIMIT PARKING.

- c. Possible Adoption of Ordinance Amending Section 9224.7 of Division 9, Chapter 2, Article 18 of the City Code to Regulate Permanent Outdoor Dining Facilities – *Community Development*.

ORDINANCE NO. 1210

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 9224.7 OF DIVISION 9, CHAPTER 2, ARTICLE 18 OF THE CITY CODE TO REGULATE PERMANENT OUTDOOR DINING FACILITIES.

- d. Review and Approve Updates to the Sewer System Management Plan for the 5-Year Audit Period and Recertify the Document – *Water Resources*.
- e. Approval of Agreement (COU No. 2021-167) with JM Integration for SCADA Upgrades at the Water Treatment Plant in the Amount of \$259,756, and Approval of Corresponding Budget Amendment – *Water Resources*.
- f. Approval of Change Order #3 (COU No. 2021-087-CO3) to CV Larsen Company in the Amount of \$173,283.12 for Pressure Zone 2 South Reservoir Replacement Project, Specification No. 20-02 for a Total Revised Contract Amount of \$742,053.88 – *Water Resources*.
- g. Approve the Renewal of the ESRI Geographical Information System (GIS) Software Licensing Agreement (COU No. 2021-168) for a Term of Three Years in the Amount of \$27,500 Annually for a Total of \$82,500 Plus Applicable Sales Tax – *Public Works*.
- h. Approve Budget Amendment in the Amount of \$40,000 to Establish an Account for the Payment of Fees to the Mendocino Local Agency Formation Commission Related to FY 2020-21 Reorganization Applications and the City's Municipal Service Review and Sphere of Influence Update – *Community Development*.

- i. Accept and Authorize Expenditure of a Grant Award from the California Fire Foundation in the Amount of \$10,000.00 for Fireline Hose Clamps and Wildland PPE Fireline Packs; and Approve Corresponding Budget Amendments - *Fire*.
- j. Accept and Authorize Expenditure of Grant Funds from FM Global in the Amount of \$3,339.00 for two (2) Combustible Gas Detectors; and Approval of Corresponding Budget Amendments - *Fire*.
- k. Report of a Contract (COU No. 1920-193) with Cordico Psychological Corporation for the Use of Cordico's Wellness Software, and Approve Its Continued Use - *Police*.
- l. ~~Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair~~ - *Public Works*. ~~Staff pulled due to duplication on agenda.~~
- m. Authorization of Payment to Sonoma Water for Professional Services (COU No. 2021-170) Related to the Stormwater Resource Plan Preparation and Implementation from Grant Funds Received, and Approval of Corresponding Budget Amendment – *Water Resources*.

Motion/Second: Crane/Duenas to approve Consent Calendar Items 7a-7k, and 7m, as submitted. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comment was received.

9. COUNCIL REPORTS

No Council reports were received.

10. CITY MANAGER/CITY CLERK REPORTS

No City Manager/City Clerk reports were received.

11. PUBLIC HEARINGS (6:15 PM)

- a. Conduct a Public Hearing to Consider Adoption of a Resolution Approving the Submittal of One or More Applications in the Aggregate Amount Not to Exceed \$395,757 in response to the 2020 State Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA Dated December 18, 2020; and Consider Adoption of a Resolution Approving an Amendment to the 2020 CDBG- Coronavirus Response Round 1 (CDBG-CV1) Standard Agreement to Add Additional Funds From the 2020 CDBG-CV2 and CV3 NOFA Dated December 18, 2020; and Approve Corresponding Budget Amendments if Awarded Funding for the Application(s).

Presenter: Craig Schlatter, Community Development Director.

PUBLIC HEARING OPENED AT 6:48 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:49 P.M.

Motion/Second: Crane/Orozco to adopt resolution (2021-03) approving the submittal of one or more applications (COU No. 2021-171) in the aggregate amount not to exceed \$395,757 in response to the 2020 State Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA dated December 18, 2020; and adopt resolution (2021-04) in Attachment 5 approving an amendment to the 2020 CDBG- Coronavirus Response Round 1 (CDBG-

CV1) standard agreement to add additional funds from the 2020 CDBG-CV2 and CV3 NOFA dated December 18, 2020; and approve corresponding budget amendments if awarded funding for the application(s). Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, Brown, and Orozco. NOES: None. ABSENT: None. ABSTAIN: None.

12. **UNFINISHED BUSINESS**

a. **Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community and Business Impacts; and Any Other Related Matters.**

Presenter: Tami Bartolomei, Office of Emergency Services Coordinator.

Report was received.

b. **Possible Introduction by Title Only of an Ordinance Amending Division 1, Chapter 4, Article 4 of the City Code, Establishing the Procedure for Filling Vacancies on the Planning Commission**

Presenter: Darcy Vaughn, Assistant City Attorney.

Motion/Second: Crane/Duenas to introduce the Ordinance by title only. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, and Orozco. NOES: Rodin. ABSENT: Brown. ABSTAIN: None.

City Clerk, Kristine Lawler, read the following title into the record:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING SECTION 1151 OF DIVISION 4, CHAPTER 4, ARTICLE 4 OF THE CITY CODE REGARDING APPOINTMENT OF PLANNING COMMISSIONERS.

Motion/Second: Crane/Orozco to introduce the Ordinance amending Division 1, Chapter 4, Article 4 of the City Code regarding the procedure for filling vacancies on the Planning Commission. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, and Orozco. NOES: Rodin. ABSENT: Brown. ABSTAIN: None.

c. **Update on Emergency Repair of the Yosemite Drive Water Main and Determine that Emergency Conditions Continue to Require the Emergency Repair.**

Presenter: Tim Eriksen, Public Works Director/City Engineer.

Motion/Second: Crane/Rodin to determine that emergency conditions continue to require the repair of the Yosemite Drive Water Main without competitive bidding. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

d. **Consider Request for Continuing Funding, in the Amount of \$50,000.00, for the Ongoing Potter Valley Project Licensing Efforts by the Mendocino County Inland Water and Power Commission.**

Presenter: Sean White, Water Resources Director.

Motion/Second: Crane/Rodin to approve request for continuing funding, in the amount of \$50,000, for the ongoing Potter Valley Project licensing efforts by the Mendocino County Inland Water and Power Commission. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

13. NEW BUSINESS

- a. Consideration and Possible Adoption of Resolution Adopting the City of Ukiah Subsistence Payment Program Guidelines, to Possibly be Funded by the State Community Development Block Grant Program- Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3).**

Presenter: Craig Schlatter, Community Development Director.

Motion/Second: Rodin/Crane to adopt resolution (2021-05) adopting the City of Ukiah CDBG-CV Subsistence Payment Program Guidelines. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

- b. Authorization for the City Manager to Negotiate and Execute the No-Fee Transfer of and Associated Maintenance Agreement for Parcel 002-101-31 Near Orr Creek from Rural Communities Housing Development Corporation to the City of Ukiah.**

Presenter: Shannon Riley, Deputy City Manager.

Motion/Second: Crane/Rodin to authorize the City Manager to negotiate and execute the no-fee transfer of parcel number 002-101-31 and an associated maintenance agreement (COU No. 2021-173) from Rural Communities Housing Development Corporation to the City of Ukiah. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

- c. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s); Including Consideration of Adoption of Resolution Appointing a Member and Alternative Member to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS).**

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Rodin/Duenas to adopt the Resolution (2021-06) appointing Councilmember Crane as a Director, and Mayor Orozco as an Alternative Director to the Ukiah Valley Basin Groundwater Sustainability Agency (UVBGS). Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

Motion/Second: Rodin/Orozco to appoint Councilmembers Crane and Rodin to serve on an ad hoc committee to look into the appointment process of planning commissioners. Motion **carried** by the following roll call votes: AYES: Crane, Rodin, Dueñas, and Orozco. NOES: None. ABSENT: Brown. ABSTAIN: None.

14. CLOSED SESSION

- a. Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(2))

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)(Number of potential cases: 3)"

- b. Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d)(4))

Deciding whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (Potential Cases: 1)"

- c. Conference with Legal Counsel – Existing Litigation**

(Government Code Section 54956.9(d)(1))

Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200

d. Conference with Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036

e. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

Under Negotiation: Price & Terms of Payment

g. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 002-101-31 and 002-101-30

Negotiator: Sage Sangiacomo, City Manager;

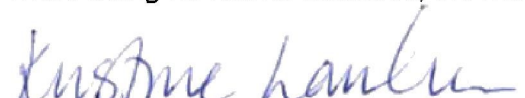
Negotiating Parties: Rural Communities Housing Development Corporation

Under Negotiation: Price & Terms of Payment

No Closed Session was held.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:11 p.m.



Kristine Lawler, City Clerk



2020 CDBG-CV2 and CV3 APPLICATIONS

Description of Application Submittal Public Hearing

The Ukiah City Council conducted an application submittal public hearing on February 3, 2021, with the meeting publicly noticed on January 22, 2021. At the public hearing, the City Council received a report from staff on possible applications to be submitted under the 2020 CDBG-CV2 and CV3 Allocation. Staff also answered questions from City Councilmembers related to recommended application activities. City Council then adopted resolutions to 1) approve submitting applications for a Subsistence Payments Program, ambulance purchase for the Ukiah Valley Fire Authority, and permanent generator installation at a City of Ukiah public facility; and 2) approve an amendment to the CDBG-CV1 standard agreement to add additional funds from the CDBG-CV2/CV3 allocation to the public facility improvement project for installation of the permanent generator.

No members of the public commented during the public hearing, nor were any written comments received.

Copies of the agenda and staff report for the February 3, 2021 public hearing are attached. Due to the COVID-19 shelter in place order, the public hearing was held via virtual meeting, a recording of which is available at this web address: www.cityofukiah.com/meetings.

RESOLUTION NO. 2021-03

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS RESPONSE ROUND 2 AND 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the **City Council** of the **City of Ukiah** as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s), in the aggregate amount, not to exceed \$395,757, for the following CDBG-CV2 and CV3 activities, pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

City of Ukiah Subsistence Payments Program	\$200,000
General Administration- Subsistence Payments Program	\$ 23,009
Public Facility Improvement Project- Permanent Generator	\$ 27,891
General Administration- Public Facility Improvement Project	\$ 3,209
Purchase of Ukiah Valley Fire Authority Ambulance	\$141,648
Total	\$395,757

SECTION 2:

The City has committed the use of Program Income for activities within its 2019-2020 CDBG Business Assistance application and acknowledges no Program Income is authorized or approved for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

City of Ukiah, California
Certified to be a
True and Exact Copy

7/9/21 *Kristine Lawler*
Date Kristine Lawler, City Clerk

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah held on February 3, 2021 by the following vote:

AYES: Councilmember Crane, Rodin, Duenas, and Mayor Orozco
NOES: None
ABSTAIN: Councilmember Brown
ABSENT: None



Juan V. Orozco, Mayor
Ukiah City Council

STATE OF CALIFORNIA
City of Ukiah

ATTEST:

I, Kristine Lawler, City Clerk of the City of Ukiah, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 3rd day of February, 2021.

Kristine Lawler, City Clerk
of the City of Ukiah of the State of California

By: 

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*	City of Ukiah		
Remit-To Address (Street or PO Box)*	300 Seminary Avenue		
City*	Ukiah	State *	CA Zip Code*+4 95482
Government Type:	☒ City ☐ County ☐ Special District ☐ Federal ☐ Other (Specify) _____	Federal Employer Identification Number (FEIN)*	94-6000446

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person*	Sage Sangiacomo	Title	City Manager
Phone number*	707-463-6221	E-mail address	ssangiacomo@cityofukiah.com
Signature*		Date	04/08/2021



**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)**

Project Information

Project Name: Purchase of Ambulance for Ukiah Valley Fire Authority

Responsible Entity: City of Ukiah

Grant Recipient (if different than Responsible Entity): N/A – same as RE

State/Local Identifier: CA/Region IX

Preparer: Jesse Davis, Planning Manager

Certifying Officer Name and Title: Craig Schlatter, Director of Community Development

Consultant (if applicable): N/A

Project Location: Ukiah Valley – areas located within and outside the incorporated areas of the City of Ukiah, Ukiah, CA 95482

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

The City of Ukiah proposes utilizing \$141,648 in CDBG-CV2/CV3 funds for the purchase of an ambulance for the Ukiah Valley Fire Authority. The new ambulance would be part of the fleet of ambulances (equipment) operated by the Emergency Medical Services Division of the Ukiah Valley Fire Authority. The ambulance would provide ambulance and emergency medical services in the City of Ukiah and Ukiah Valley.

Level of Environmental Review Determination:

☐ Activity/Project is Exempt per 24 CFR 58.34(a): _____

☒ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b): (3) Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.

Funding Information

Grant Number	HUD Program	Funding Amount
TBD	CDBG-CV2/CV3	\$141,648

Estimated Total HUD Funded Amount: \$141,648

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): N/A

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$141,648

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes ☐ No ☒	Purchase of the ambulance does not involve activities within airport runway clear zones and accident potential zones. No additional formal compliance or mitigation is required.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes ☐ No ☒	There are no coastal barrier resources in the State of California. No additional formal compliance or mitigation is required
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes ☐ No ☒	Purchase of the ambulance does not involve activities within special flood hazard areas or areas prone to flooding. No additional formal compliance or mitigation is required.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	None needed.

Preparer Signature:


Date: 04/06/2021Name/Title/Organization: Jesse Davis, Planning Manager

Responsible Entity Agency Official Signature:


Date: 04/06/2021Name/Title: Craig Schlatter, Director of Community Development

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

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City of Town			Food Bank					Helping Hands Mission						
Duplication of Benefits Tracking		Sources												Budget Gap/
Uses (line item budget)	Total Activity Costs	CARES Act	Donations	Mission Fndn.	DHSS	FEMA	General Fund	[Source 7]	[Source 8]	[Source 9]	CDBG-CV1	CDBG PI	Duplication of Benefits	
Food and Delivery Costs														
Canned Food	\$ 25,000.00	\$ -	\$ 1,500.00	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	
Perishable Food	\$ 50,000.00	\$ -	\$ 2,500.00	\$ 5,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	
Boxes/Bags	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Delivery Fuel	\$ 7,500.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 1,000.00	
Vehicle Costs	\$ 9,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ (500.00)	
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Instructions: Fill out the above line item budget with you projected activity costs. You may identify the line items by category, such as activity delivery, activity, and admin, or by any other activity categories that apply to your activity. Do keep you administration costs categorized under the General Administration category. Fill in the jurisdiction and activity information at the top of the form, and identify the specific resources (funds) that will be used to pay for each line item in each category. If you do not have CDBG-PI, please leave those fields blank. If your budget



DUPLICATION OF BENEFITS POLICY AND PROCESS

City of Ukiah Duplication of Benefits Policy

The City of Ukiah Ambulance Purchase is funded through CDBG-CV funds allocated under the 2020 CARES Act and governed by the Federal Register Notice FR-6218-N-01-CDBG-CV, dated August 7, 2020.

All CDBG-CV grantees are required to complete a duplication of benefits analysis for assisted activities to demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant. To comply with this requirement, the City of Ukiah will demonstrate that no other funds are available for an activity by maintaining records of compliance with mandatory duplication of benefits requirements described in the Federal Register Notice of August 7, 2020.

A CDBG-CV grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably by evaluating need and the resources available to meet that need. It is the intent of this document to present the City of Ukiah's policy to uphold, enforce and document conformance with the duplication of benefit requirements which cover use of its CDBG-CV funds.

City of Ukiah Duplication of Benefits Process

The Ukiah Valley Fire Authority will complete a Duplication of Benefits Affidavit prior to ordering the ambulance. This affidavit acknowledges the City of Ukiah's requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative.

To meet HUD's requirements, the City has developed a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably in evaluating need and the resources available to meet that need.¹

This assessment process is as follows:

¹ The City anticipates additional guidance in this regard will be forthcoming from HUD and will review its process to ensure compliance at that time.

1. Upon receipt of the completed Duplication of Benefits Affidavit, City of Ukiah CDBG administration staff reviews the Duplication of Benefits Affidavit to determine if the Ukiah Valley Fire Authority (UVFA) has reported receiving any potentially duplicative assistance.
2. If so, City of Ukiah CDBG administration staff may request additional information from the UVFA, including:
 - a. Dates funds were received
 - b. Specific uses of funds received, including receipts and dates as appropriate.
3. Based on a review of this information, City of Ukiah CDBG administration staff may:
 - a. Determine that there is no duplication and proceed with consideration of the application for the full amount requested.
 - b. Determine that there is a partial duplication and proceed with consideration of the application for an amount that reduces the request by the DOB amount
 - i. $\text{Amount Requested} - \text{Amount of DOB} = \text{Eligible Amount}$
 - c. Determine that there is a complete duplication and deny the application
4. In the event that an activity moves forward and is approved, in whole or in part, the UVFA may be required to sign a Subrogation Agreement to address concerns around the potential for future duplication (for example a PPP application was made, and was not denied but the applicant has not heard back).
5. In the event that an application is approved in part, the City of Ukiah CDBG administration staff will also include in the funding documents specific information around what the funds may be spent on so as to avoid duplication of benefits.
6. City of Ukiah CDBG administration staff will require the UVFA to provide documentation as to how funds are actually expended, and will review this documentation to ensure no duplication has taken place.

All documents, including the Affidavit and Subrogation Agreement, shall be retained in compliance with HUD's record retention requirements.

**DEMERS MXP150 TYPE I AMBULANCES
FORD F450 4X4 CHASSIS**

April 15, 2021

Ukiah Valley Fire Authority
1500 South State Street
Ukiah, CA 95482-6709

Re: Proposal for Two (2) Demers MXP150 Type I Ambulances

Dear Chief Hutchison:

Thank you for giving us an opportunity to provide you with a proposal for two (2) Demers MXP150 Type I ambulances, configured similarly to Phoenix Fire Department's ambulances. The MXP150 Type I is among Demers' most popular models, often chosen by departments that emphasize maneuverability, ergonomics for their firefighter/EMT/paramedics and low cost of operation. A detailed spec summary and custom drawings are attached for your review. Highlights of the proposed MXP150s include:

- 2021 Ford **F450 4x4** with gasoline engine and aluminum wheels
- Module and chassis painted Ford OEM Race Red over black to match fleet
- Liquid Spring suspension
- Pass-through between cab and module has sliding window to isolate patient compartment from cab
- Aluminum interior with interlocking aluminum extrusion cabinetry and powder coating for extreme-duty
- Proven DEMS Electrical System with expedited support via optional remote cyber connection factory plug-in, reducing downtime
- Auxiliary, front-mounted AC condenser 60,000 BTU with auxiliary compressor
- Power Inverter, Xantrex Freedom, True Sine, 1000W with battery charger
- Full-height rear streetside compartment with SCBA brackets
- Custom front lighting configuration including RotoBeams
- LED GoLight
- Back-up camera
- Full medical cabinet configuration, streetside interior with CPR seat
- Mobility track seating on curbside with work station
- ALS cabinet with open storage and safety net
- Extra large cabinet below action area Whelen M Series lighting package
- Safety yellow grab bar package
- All LED cabinet and compartment lights
- All warning and scene lights are LED
- Ipad mount and docking station on cab console
- All interior dome lights are LED
- 6-point safety belt for CPR seat
- Carbon monoxide detector
- Manual oxygen regulator with pressure sensor and digital read-out.
- Stryker floor plate and prewire; customer-supplied PowerLoad for one unit; dealer-supplied for second unit (KKK compliance)
- Graphics package to match fleet

Keeping lifecycle costs low once you put your ambulance in service is critical and a design priority for Demers. In addition to building extremely reliable ambulances, Demers stands behind them with excellent warranties and is the only manufacturer to offer a parts-AND-labor warranty on third-party items (e.g. inverter, lights, suction pump) that are factory installed. That also means that we handle all the warranty claims on the module and systems, regardless of whether it's a Demers-built item or an installed component, and it's covered for the first two years.

Demers Standard Warranties for the MXP150 include:

- Module Structure: 25 Years "lifetime" / Unlimited Miles
- Paint: 5 Years / 180,000 Miles (non-prorated)
- Electrical: 5 Years / 180,000 Miles
- Materials and Workmanship: 5 Years/ 180,000 Miles
- **OEM Materials: 2 Years / 75,000 Miles**

MXP150 Pricing

Description	Unit Price	Total Price
Two (2) Demers MXP150 Type I Ambulances, 2021 Ford F450 4x4 chassis per the attached specifications. A trip for two (2) department representatives for final inspection is included in the proposed price	\$231,925.00	\$463,850.00*
One (1) Stryker PowerLOAD cot retention system	\$23,900.00	\$23,900.00
Two-Unit Discount		-\$5,000.00
California Tire Fee, \$1.75 / tire		<u>included</u>
Sub-Total		\$482,750.00
Sales Tax, California and Mendocino County, Unincorporated, 7.875%		<u>\$38,016.56</u>
Total		<u>\$520,766.56</u>

**Includes Ford FIN code rebate of -\$4,300 per unit based on Ukiah Valley's Ford FIN code of QE259. Pricing is subject to change if the current rebate amount changes or becomes unavailable at time of delivery. Proposed price does not include California DMV registration or titling fees, based on assumption that Ukiah Valley Fire Authority is exempt.*

Terms:

Payment Terms: Payment shall be made directly to RedSky Emergency Vehicles or as directed by RedSky Emergency Vehicles. Payment is due at time of delivery.

Delivery: 90 – 110 days after receipt of chassis

The Seller shall not be liable for failure to deliver or for any delay in delivering the motor vehicles covered by this agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Seller. Delays from the chassis manufacturer will result in extended delivery time, as will changes to this contract once the order has been placed with Demers Ambulance. Additions or deletions may be made if the vehicle has not passed that point in production at the time of change.

Contingencies: RedSky Emergency Vehicles will not be liable for any delay, failure to make delivery, or other default due to strikes, labor unrest, war, riot, federal, state or local government action, fire, flood, pandemic, or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's delivery of the vehicle or apparatus.

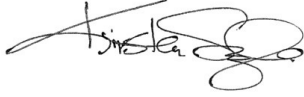
Delivery Terms: FOB Ukiah, CA

Sales & Use Taxes: The price for the motor vehicle specified in this agreement does not include Sales Taxes and Use Taxes (Federal, State, or Local) unless expressly stated.

Validity: 60 days

Thank you for allowing us the opportunity to earn your business. We look forward to future discussions about your ambulance needs. Please do not hesitate to contact me with any questions.

With best regards,



Kirsten Skyba
VP – Operations & Customer Service; Co-Owner

Applicant Information

Tell us about you.

Linked Applicant

cschlatter@cityofukiah.com

First name

Craig

Last name

Schlatter

Email

cschlatter@cityofukiah.com

Title

Community Development Director

Company

City of Ukiah

Company Website

www.cityofukiah.com

City

Ukiah

State

California

Organization Information

Tell us about your organization.

Organization Name

City of Ukiah

Employer Identification Number (EIN)

DUNS

Authorized Representative

Sage Sangiacomo, City Manager

Business/Finance Representative

Daniel Buffalo, Finance Director

Organization Address

Address

300 Seminary Ave.

Address 2

City

Ukiah

State
California

County
Mendocino

Congressional District/Region
2

Zip
95482

Phone
(707) 463-6200

Phone Extension

Fax
(707) 463-6204

Authorized Representative (if different from above)

Name

Title

Email
ssangiacomo@cityofukiah.com

Phone
(707) 463-6221

Business/Finance Contact (if required)

Name

Title

Email

Phone

Program Year
2020

Are you applying on behalf of an additional Jurisdiction?
No

2 Email

2 Title

2 Company

2 Company Website

2 City

2 State

2 Organization Information

2 Organization Name

2 Tell us about your organization.

2 Employer Identification Number (EIN)

2 DUNS

2 Authorized Representative

2 Business/Finance Representative

2 Organization Address

2 Address

2 Address 2

2 City

2 State

2 County

2 Congressional District/Region

2 Zip

2 Phone

2 Phone Extension

2 Fax

2 Authorized Representative (if different from above)

2 Name

2 Title

2 Email

2 Phone

2 Business/Finance Contact (if required)

2 Name

2 Title

2 Email

2 Phone

Application

Ukiah Valley Fire Authority Ambulance Purchase

Please use the following link to view the application budget. This link will open in a new window.

<https://portal.ecivis.com/#/peerBudget/5D3BFB31-81C7-4350-8591-8661ACB06EA9>

Budget Status

Not Approved

Budget Report

Passthrough Agency: California Department of Housing and Community Development
Program: CDBG-CV2 and 3 Allocation
Stage: Pre-Award

Report Date: 08/11/2021
Requested By: Craig Schlatter
cschlatter@cityofukiah.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
	Ambulance Purchase	Ukiah Valley Fire Authority / EMS Services	0	\$0.00	\$0.00	\$141,648.00	\$0.00		\$0.00	Direct Cost
Activity Total			0	\$0.00	\$0.00	\$141,648.00	\$0.00		\$0.00	
General Administration										
General Administration Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Activity Delivery										
Activity Delivery Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Other										
Other										
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Grant Total			0	\$0.00	\$0.00	\$141,648.00	\$0.00		\$0.00	

Budget Report, Created by Craig Schlatter, cschlatter@cityofukiah.com, 08/11/2021
Source: eCivis™ Portal
<http://www.ecivis.com/>



AGENDA SUMMARY REPORT

SUBJECT: Receive and File Third Quarter Financial Report.

DEPARTMENT: Finance

PREPARED BY: Dan Buffalo, Finance Director

PRESENTER: Dan Buffalo, Finance Director

ATTACHMENTS:

None

Summary: The City Council will receive a presentation on the Third Quarter (March 31, 2024) Financial Report for the City of Ukiah.

Background: The report provides readers with a preliminary summary of the City's financial position and activities through the fiscal year period ending March 31, 2024. This report is unaudited.

Discussion: The following link will direct readers to the report on the City's OpenGov platform, which is a dynamic and navigable presentation allowing readers to drill down into data to explore more detail than the former report offered.

<https://stories.opengov.com/ukiahca/published/k8qd4EDPM>

The report is meant to be viewed through the OpenGov platform via a web browser, preferably Google Chrome.

Recommended Action: Receive and file report.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved:


Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).

DEPARTMENT: City Clerk **PREPARED BY:** Kristine Lawler, City Clerk
PRESENTER: Mayor Dueñas and Various Councilmembers

ATTACHMENTS:

- 1. 2024 City Council Special Assignments and Ad Hocs 4-19-24

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment 1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

DIVERSITY-EQUITY INITIATIVES (DEI): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

LOCAL / UKIAH VALLEY		MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Broadband Project		TBD	TBD	Civic Center 300 Seminary Ave. Ukiah, CA 95482	to evaluate the Request for Proposal (RFP) for the Internet Service Provider (ISP) for the California's Public Utilities Commission (CPUC) Last Mile Broadband	Orozco	Jim Robbins, Grants Manager, 463-6708; jrobbins@cityofukiah.com
Investment Oversight Committee		Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco - Alternate Alan Carter, Treasurer	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Disaster Council		Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5720 - Traci Boyl	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Duenas - Alternate	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Greater Ukiah Business & Tourism Alliance (GUPTA)		4th Monday of month, 10:0 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Marianne Davison - Community Services Department Staff Duenas - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)		2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Rodin Orozco - Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
North Coast Opportunities (NCO)		4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Burgess	Jake Burgess, Community Services Supervisor; 463-6201 jburgess@cityofukiah.com
Sun House Guild ex officio		2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Duenas Neil Davis - Alternate	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)		2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Duenas- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
MENDOCINO COUNTY		MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Selection Committee		Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA	C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission (Mayor - Primary; Vice Mayor - Alternate)	Mayor Duenas Vice Mayor Crane - Alternate	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Economic Development & Financing Corporation (EDFC)		2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Library Advisory Board		3rd Wednesdays of alternate months; 1:00 p.m.	Various Mendocino County Libraries	Ukiah County Library 463-4491	Review library policy and activities	Sher Rodin - Alternate	Kristine Lawler, City Clerk; 463-6217; klawler@cityofukiah.com
Mendocino County 1st District Liaison		Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 1st District Supervisor	Rodin Crane- Alternate	Sage Sangiacomo, City Manager; 463-6221; ssangiacomo@cityofukiah.com
Mendocino County 2nd District Liaison		1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 2nd District Supervisor	Duenas Rodin - Alternate	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)		1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Duenas Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Airport Land Use Commission		As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA	Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Liaisons: Owen/Schlatter	Greg Owen, Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)		1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers	Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	Rodin Crane - Alternate for both city seat members on Commission	Craig Schlatter, Director of Community Development; 463-6219; cschlatter@cityofukiah.com

Mendocino County Continued	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Crane Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Sher Duenas - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Cedric Crook, Police Chief Duenas - Alternate	Cedric Crook, Police Chief; 463-6771; ccrook@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	White/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen, Airport Manager (appointed 12/19/18)	Kristine Lawler, City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Duenas Rodin - Alternate Sage Sangiacomo, City Manager Cedric Crook, Police Chief	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
REGIONAL	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Great Redwood Trail Agency	Bi-monthly, 3rd Thursdays, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Rodin Duenas - Alternate	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Duenas Orozco - Alternate	Sage Sangiacomo, City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association 425 South Main St., Sebastopol, CA 95472 508-3670	Consider issues related to Russian river - plans projects and funding requests	Rodin Sher - Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Northern California Power Agency (NCPA) - Commission	4th Thursday of month, 9:00 a.m. (see NCPA calendar)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of State and local power utilities developing and operating power generation, providing scheduling and related energy services and providing regulatory and legislative support.	Crane - Commissioner Sher - City Council Alternate Sauers - Alternate and Commissioner in absence of Commissioner Crane	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
Northern California Power Agency (NCPA) – Lodi Energy Center (LEC) Appointment	2nd Monday of month, 10:00 AM	Lodi, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4299	Committee oversees the operation, maintenance and expenditures of the LEC 300 MW generating project.	Sauers – Project Participate Appointee	Cindy Sauers, Electric Utility Director, 463-6286, csauers@cityofukiah.com
Transmission Agency of Northern California (TANC)	4th Wednesday of month, 10 a.m.	35 Iron Point Circle Suite 225 Folsom, CA		35 Iron Point Cir #225 Folsom, CA 95630 916-852-1673; info@tanc.us	Provide electric transmission to its Member utilities through transmission line ownership or contract arrangements.	Crane Sauers - Alternate	Cindi Sauers - Electric Utility Director; 463-6286 csauers@cityofukiah.com
STANDING COMMITTEES	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Diversity and Equity	TBD	Virtual Meeting Room (link to be created)		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Improve diversity and equity in the City's workforce and municipal services	Orozco/Duenas	Traci Boyl, City Manager's Office Management Analyst; 467-5720; tboyl@cityofukiah.com
Fire Executive Committee	2nd Tue, every other month beginning in January; 5:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Sher	Doug Hutchison, Fire Chief; 463-6263; dhutchison@cityofukiah.com
Countywide Oversight Board to the RDA Successor Agencies	4th Thursday of January, 4:00 p.m.; meets annually	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: City Clerk 300 Seminary Ave. Ukiah, CA 95482	Oversee and direct the Successor Agencies of the former redevelopment agencies	Crane	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Kristine Lawler, City Clerk; 463-6217, klawler@cityofukiah.com
Water Executive Committee (Ukiah Valley Water Authority)	1st Tue of each month at 6:00 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA		City of Ukiah ATTN: Sean White 300 Seminary Ave. Ukiah, CA 95482	Oversight of UVWA; set annual budget for the combined water system; Manage rates and collect levies; modify existing water rights for the provision of water service; mediation and dispute resolution;	Crane/Orozco	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com

2024 AD HOC COMMITTEES		
COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-629586 csauers@cityofukiah.com
Trench Cut Policy Development	Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Advance Planning & Policy for Sphere of Influence (SOI), Municipal Service Review (MSR), Annexation, Tax Sharing, Detachment, and Out of Area Service Agreements	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	Rodin/Sher	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Special Districts (Water District Consolidation)	Orozco/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Corp Yard Planning	Crane/Orozco	Jason Benson, Senior Civil Engineer 463-6284 jbenenson@cityofukiah.com
Mendocino County Courthouse Project and Reuse	Sher/Orozco	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Climate Action Plan <i>Will coordinate with the Community Development Director to identify and assign representation to each of the identified categories, and also coordinate with the Community Development Director and the Climate Action Plan Working Group related to other outreach efforts during the development of the draft municipal Climate Action Plan related to the 2040 General Plan</i>	Sher/Duenas	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
City's 150-Year Anniversary Planning	Orozco/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Zoning Reform <i>(previously was the Community Development Fee Review ad hoc) function is to explore creation of a new ministerial zoning permit and identify additional zoning streamlining and reform efforts to provide better and more consistent development outcomes</i>	Crane/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Community Health Needs Assessment (CHNA) Steering Committee <i>assist in the creation of the 2025 CHNA Report for the communities served by the three Adventist Health hospitals in Mendocino County. providing insight, identifying, gathering and analyzing the health needs of our community. Additionally</i>	Rodin/Sher	Jeremy Malin, NP Director of Community Health Analytics Adventist Health Howard Memorial Adventist Health Ukiah Valley Adventist Health Mendocino Coast 978-289-3330; malinjr@ah.org
Parks & Recreation Special District Exploration	Rodin/Orozco	Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com