

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
And the  
CITY OF WOODLAND**

**FOR THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM**

This Memorandum of Understanding (“MOU” or “Agreement”) is made effective \_\_\_\_\_, 2022 (the “Effective Date”), by and between the Sacramento Area Council of Governments (“SACOG”) and the City of Woodland (“Local Agency”).

**RECITALS:**

**WHEREAS**, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

**WHEREAS**, SACOG is the recipient of funds from the California Department of Housing and Community Development (“HCD”) for purposes of administration of the Regional Early Action Planning Grant Program (“REAP”); and

**WHEREAS**, Local Agency is a member of SACOG and is the recipient of a **Two Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars (\$234,750)** of SACOG REAP funds (the “Funds”) that will be used to pay for the Neighborhood Framework Plan for Armfield/Lemen Avenue more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Project”); and

**WHEREAS**, Local Agency has selected Opticos as the prime consultant (“Contractor”), to provide professional services for the Project; and

**WHEREAS**, on September 22, 2021 SACOG entered into a Master Professional Services Agreement with Contractor and will serve as the contract administrator for the Project (the “Master Agreement”).

**NOW, THEREFORE**, SACOG and Local Agency agree as follows:

1. Recitals: the recitals above are hereby incorporated in this Agreement.
2. Selection of Contractor: Local Agency has met with Contractor and determined Contractor’s background, skill and experience are consistent with the needs of the Project.
3. Task Orders with Contractor: Local Agency will enter into a Task Order, in substantially the form attached hereto as Exhibit “B”, with Contractor as provided for in the Master Agreement. The Task Order will identify the following: 1) the scope of services containing a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of

performance enumerating a timeline for completion of tasks including a deadline for deliverables. The Task Order with Contractor shall be delivered to SACOG for review and approval by SACOG's Project Manager identified in Section 23 herein. The Task Order shall be subject to the Master Agreement Fee Schedule.

4. Monitoring of Contractor: Local Agency shall monitor Contractor's performance of each Task Order and provide quarterly updates to SACOG regarding Project status and the completion of each Task Order. In addition to quarterly updates, Local Agency shall complete any reporting forms that may be required by the source of the Funds or SACOG.
5. Use of Funds: Local Agency shall pay Contractor's invoices directly in accordance with the terms of the Master Agreement. Local Agency must notify Contractor in a timely manner that is consistent with the Master Agreement.
6. Compliance with Laws: Local Agency will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Local Agency hereunder. Further, Local Agency will require the appropriate debarment certification form from all Local Agency contractors and Local Agency certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.
7. Funding Amount: The amount to be paid to Local Agency under this Agreement will not exceed **Two Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars (\$234,750)** unless agreed to in advance by the parties pursuant to a written amendment signed by SACOG's Executive Director or Deputy Executive Director. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.
8. Term: The term of this Agreement shall be from the Effective Date until **July 31, 2023**, unless agreed to in advance by written amendment signed by SACOG's Executive Director or Deputy Executive Director.
9. Independent Contractor: The Local Agency, and the agents and employees of the Local Agency, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Local Agency, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Local Agency has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Local Agency in the performance of work funded by this Agreement. Local Agency will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

#### 10. Accounting Records:

- a. Local Agency, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment voucher or invoices.
- b. Local Agency shall establish a separate ledger account for receipts and expenditure of the Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
- c. Local Agency shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- d. Local Agency agrees that SACOG, HCD and the State of California or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

#### 11. Reporting and Payment:

- a. On a quarterly basis, Local Agency will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Local Agency shall submit written invoices by e-mail in to SACOG. Local Agency's written progress report shall be completed as required by SACOG, and shall be for the periods ending March, June, September and December. Local Agency shall also provide a copy of Local Agency's annual progress report that is submitted to HCD annually in April.
- b. Payments to Local Agency hereunder will be made in arrears. Local Agency will submit a detailed and properly documented invoice on its letterhead for reimbursement which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Local Agency has already incurred costs for the Project. Attached as Exhibit \_\_ is SACOG's matrix of required supporting documentation for Local Agency invoices. Invoices for expenditures incurred prior to January 1, 2021 will not be reimbursed.
- c. The Local Agency shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from the Local Agency. Indirect cost rates shall be submitted annually in accordance with SACOG requirements.

d. Local Agency will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Local Agency's invoice that would cause withholding of approval and subsequent payment. Local Agency's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts. Local Agency's failure to comply with any of the reporting requirements in this Agreement may impact Local Agency's ability to receive future REAP funds.

12. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Local Agency agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Local Agency further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Agreement, all records must be retained by Local Agency, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SACOG and HCD shall have the right to audit Local Agency records and interview employees.
- c. If so directed by SACOG upon expiration of this Agreement, the Local Agency will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

- d. In addition to any other remedies available to SACOG in law or equity for breach of this Agreement, SACOG, may at its discretion, exercise a variety of remedies, including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

13. Third Party Contracts:

- a. All procurements related to the expenditure of the Funds must be conducted using a fair and competitive procurement process. Local Agency may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California law.
- b. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to Local Agency's contractors and subcontractors. Copies of all agreements with contractors and subcontractors shall be submitted to SACOG's project manager.
- c. Local Agency shall be responsible for monitoring and enforcement of all agreements with contractors and subcontractors to ensure compliance with the terms of this Agreement.

14. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 23 below.
- b. If either party issues a notice of termination, SACOG will reimburse Local Agency for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 10 and less any compensation to SACOG for damages suffered as a result of Local Agency's failure to comply with the terms of this Agreement.
- c. Local Agency will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of HCD to appropriate funds. In such event, Local Agency will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 23. SACOG will make payment to Local Agency through the date of termination, subject to the provisions of Section 10 above.

15. Indemnity: Local Agency specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys’ fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement. Local Agency shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys’ fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.
16. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Local Agency. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Local Agency either in whole or in part.
17. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
18. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit “A”), unless modified pursuant to Section 19.
19. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
20. Amendments to Task Orders with Contractor: If the Contractor seeks additional fees for work that are beyond the scope of work of the Task Order and the not to exceed amount of the Master Agreement between the Contractor and SACOG, or additional fees are required to complete the Task Order, SACOG and Local Agency must agree in writing on the amended scope of work and fee amount prior to Local Agency entering into the amendment of the Task Order and the start of the additional work. The written amendment between SACOG and Local Agency must identify the amended Task Order, any additional fees for the Contractor and the party responsible for payment of such fees and costs. SACOG shall not be obligated to pay any amount in excess of the Funds.
21. Contractors and Subcontractors: Local Agency will be fully responsible for all work performed by its contractors and subcontractors.
  - a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
  - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
    - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans

with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act.

- (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Local Agency or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its 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.

## 22. Work Product and Data:

### a. Definitions

- i. "Work" – The work to be directly or indirectly produced by Local Agency, its employees, or by and of the Local Agency's contractor's, subcontractor's and/or employees under this Agreement.
- ii. "Work Product" – All deliverables created or produced from Work under this Agreement included, but not limited to all, Work and deliverables conceived or made, either solely or jointly with others during the term of this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Local Agency and/or Local Agency's contractor or subcontractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- iii. "Inventions" – Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Local Agency or jointly with Local Agency's contractor and/or subcontractor or Local Agency's contractor's and/or subcontractor's employees of SACOG or HCD during the term of this Agreement and in performance of any Work under this Agreement,

provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

- b. Ownership of Work Product and Rights
    - i. All Work Products derived by the Work performed by Local Agency, its employees or by and of the Local Agency's contractor's and/or subcontractor's employees under this Agreement, shall be jointly owned by HCD, SACOG and Local Agency ("Joint Owners"), and shall be considered to be works made for hire by Local Agency and Local Agency's contractor and/or subcontractor for HCD for the benefit of the Joint Owners. The Joint Owners shall jointly own all copyrights in the Work Product.
    - ii. Local Agency, its employees and all of Local Agency's contractor's, and/or subcontractors employees agree to perpetually assign, and upon creation of each Work Product automatically assign, to the Joint Owners, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hired by the Local Agency's contractor and/or subcontractor from HCD. From time to time upon Joint Owner's request, Local Agency's contractor and/or subcontractor and/or their employees shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as HCD may requests. Local Agency hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
    - iii. Local Agency, its employees and all Local Agency's contractors and/or subcontractors hereby agree to assign to HCD joint ownership of all Inventions. Local Agency, its employees and Local Agency's contractor and/or subcontractor shall promptly make a complete written disclosure to HCD of each Invention not otherwise clearly disclosed to HCD in the pertinent Work Product, specifically noting features or concepts that the Local Agency , its employees and/or Local Agency's contractor and/or subcontractor believes to be new or different.
    - iv. Upon completion of all work under this Agreement all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement shall automatically vest in the Joint Owners and no further agreement will be necessary to transfer ownership to the Joint Owners.
23. Project Managers: SACOG's Project Manager for this Agreement is Greg Chew, unless SACOG otherwise informs Local Agency. With the exception of notice of termination sent by certified mail pursuant to Section 14 above, any notice, report, or



other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Greg Chew  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814  
Telephone: 916-340-6227  
Email: [gchew@sacog.org](mailto:gchew@sacog.org)

Local Agency's Project Manager for this Agreement is Brent Meyer. No substitution of Local Agency's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 14 above, any notice, report, or other communication to Local Agency required by this Agreement will be mailed by first-class mail to:

Brent Meyer  
300 First Street  
Woodland, CA 95695  
530 756-0242  
Brent.Meyer@CityofWoodland.org

24. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
25. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Local Agency of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.
26. Litigation: Local Agency will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.
27. Non-Liability of SACOG: SACOG shall not be liable to Local Agency or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Local Agency or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
28. Amendments Required by HCD or State Agencies: If HCD, or any other State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

29. Counterparts and Electronic Signatures: This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this MOU and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
30. Authority: The persons signing on behalf of the parties to this MOU each warrant they have the legal authority to execute this MOU.
31. Entire Agreement: This MOU embodies the entire agreement of the parties in relation to the matters contained herein, and no other understanding, whether verbal, written, or otherwise, exists among the parties.
32. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Local Agency assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Local Agency also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.
33. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. SACOG prohibits discrimination by its employees, Local Agencies, contractors and consultants.

Local Agency hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Local Agency will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Local Agency to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Local Agency and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Local Agency and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Local Agency and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Local Agency and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Local Agency and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Local Agency and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Agency and its contractors and subcontractors will give written notice

of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Local Agency and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Local Agency, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Local Agency shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- f. Local Agency and its contractors will include the provisions of this Section 33 in all contracts to perform work funded under this Agreement. Local Agency shall take such action with respect to any such contract as SACOG or HCD may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of the Local Agency's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or HCD may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to the Local Agency under this Agreement until the Local Agency complies, and/or
  - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.

34. **Drug-Free Certification:** By signing this Agreement, Local Agency hereby certifies under penalty of perjury under the laws of the State of California that Local Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and

- (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Local Agency who works under this Agreement will:
  - (1) Receive a copy of Local Agency's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Local Agency's Statement as a condition of employment on this Agreement.

35. Union Organizing: By signing this Agreement, Local Agency hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Local Agency will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Local Agency will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

36. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Local Agency certifies, to the best of his or her knowledge or belief, that:
  - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Agency, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Local Agency will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - c. Local Agency also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.
37. Prevailing Wage and Labor Requirements.
- a. Should Local Agency award any construction contracts utilizing Federal funds under this Agreement, Local Agency agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
  - b. Should Local Agency award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Local Agency agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
  - c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN:

**SACRAMENTO AREA COUNCIL  
OF GOVERNMENTS**

By: \_\_\_\_\_  
James Corless, Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Sloan Sakai Yeung & Wong LLP  
Legal Counsel to SACOG

**CITY OF WOODLAND**

By: \_\_\_\_\_  
Ken Hiatt, City Manager

**EXHIBIT “A”**

***Project Description***

**Jurisdiction:** City of Woodland

**Project Title:** A Neighborhood Framework Plan for Armfield/Lemen Avenue

**Project Location:** Armfield Neighborhood, City of Woodland

**Project Housing Nexus:**

*Check all that apply.*

Reduce Time

Impact on housing supply and/or

affordability

Reduce Development

Costs

Increase approval certainty and/or

streamlines entitlements

Infrastructure Capacity  
lot housing

Other: Accelerate the construction of small

**Project Location Type:**

*Check all that apply.*

Green Zone

Community wide

Civic Lab Corridor

Other: Crossroads of Main and East

Streets

**Project Goal Statement:**

*Describe the impacts of your project on the acceleration of housing production.*

1. Designing a Neighborhood Framework Plan of actions to guide future growth and investment.
2. Creation of a multi-modal accessible, walkable, developable neighborhood that serves as a site for new market and subsidized housing and live-work by either extending and connecting dead-end streets or providing bike/ped and emergency vehicle connection between neighborhoods.
3. Building on underutilized and vacant, buildable parcels with current zoning that allows up to 40 units per acre housing and mix of supporting uses.
4. Attracting for-sale and rental housing development with access to transit, thoroughfares and daily needs within a quarter mile.



5. Enlisting the support of residents and business owners and assisting local property owners who expressed interest in developing affordable workforce, senior and market-rate housing.
6. Yolo County Housing's redevelopment of the existing 132 HUD units into an approximately 400 unit, mixed-income community.
7. Introduce "affordable by design" form-based standards with building types such as the fourplex that allow economical and incremental construction using local banks and FHA financing.
8. Lower transportation costs to increase disposable income available for housing and increase housing options for renters and buyers alike.

**Project Description:**

*Include a high-level summary of your project.*

The Neighborhood Framework Plan consists of a:

1. Dimensioned, physical map of a specific area, in CAD or GIS, superimposed on existing public rights of way and private parcel boundaries and features (e.g., buildings, trees). The Plan describes proposed public improvements (e.g., street extensions, sidewalks, street trees, new intersections and greenways) and a "neighborhood center" consisting of a plaza, green or other common area accessible to all. The Plan will diagram utility improvements necessary to support the intensification of uses including sanitary sewer, water/fire water, stormwater, underground power and communications; new private development and redeveloped parcels (e.g., three story walk-up residence with ground floor adaptable units), and mixed use and neighborhood-appropriate commercial buildings, with parking for residential and non-residential uses.
2. An Implementation Strategy that will include an assessment of regulatory constraints and opportunities, an estimate of the magnitude of capital costs to complete the proposed public improvements; costs estimates necessary to prepare select private sites for development including demolition and clean up; and estimates of increased private property values through various development financing options.
3. Neighborhood information and engagement to gather and assess local information through interviews with key stakeholders and a neighborhood meeting. The interviews will include property owners that expressed selling or participation in development of their parcels. The Plan will be described graphically and in text for the City website.
4. The Plan will help establish the framework for Yolo County Housing's projected seven-year development.

**Implementation:**

*Summarize plans for adoption or implementation or next steps. If the project is one component of a larger effort, such as a study that will support fee reductions, please specify how this project fits into the larger housing effort.*

The plan will integrate the fragmented Armfield Neighborhood with Yolo County Housing's properties in their conversion of the HUD-financed housing on the north side of Lemen to mixed

income, adding approximately 270 units. The plan, from Main Street north, will provide either a public road connection or emergency vehicle access from Armfield Ave to Lemen Ave. New Main Street frontage and access to Armfield will provide excellent mixed use opportunities if/when the railroad tracks are removed.

The Project will assist Yolo County Housing, in collaboration with the City, for their “repositioning” of the Authority’s conversion from HUD’s Public Housing Program to HUD’s Section 8 Programs, through development of YCH’s master plan in coordination with the Armfield Neighborhood planning. The YCH housing will consist of multi-story rentals and common areas. Plans will include common green space, bike and pedestrian infrastructure and improved connectivity for vehicles, with direct access to transit and daily needs. The City and YCH will engage the Armfield Neighborhood and existing residents on the YCH property to clarify our objectives and proposed strategies, and solicit feedback on resident and business needs and desires.

As long as the proposed or possible build out remains within the 2017 adopted General Plan and Environmental Parameters, the Framework Plan should require no special studies or investigations. Yolo County Transit has considered a new transit center in the area currently occupied by railroad tracks along Main Street. A demonstration project could consist of the development of one-acre parcel with two or three story walkups with a mix of one and two bedroom units, ground floor units adaptable. Ground floor shop spaces and fronts could fit into two and three story building footprints with surface parking, primarily along perimeter streets.

**EXHIBIT “B”**

Form Task Order

**TASK ORDER NO.1 TO THE AGREEMENT  
BEWEEN the City of Woodland AND Opticos Design, Inc**

This Task Order No. 1 is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”) by and between the City of Woodland (“Agency”) and Opticos Design, Inc. (“Contractor”).

**WHEREAS**, the Sacramento Area Council of Governments (“SACOG”) and Contractor entered into a Master Professional Services Agreement on September 22, 2021 (the “Agreement”); and

**WHEREAS**, Agency is a member of SACOG and desires that Contractor, pursuant to the Agreement, perform certain professional services; and

**WHEREAS**, the Contractor now agrees to perform the following scope of services for this Task Order No. 1 pursuant to the terms and conditions of the Agreement.

**NOW, THEREFORE**, the parties agree to the following:

1. Scope of Services

**Tasks:**

<i>Task #</i>	<i>Detailed Description of Tasks / Milestones</i>	<i>Task Timeline (in months and year)</i>	<i>Deliverable(s) including delivery date</i>	<i>Total Budget</i>	<i>REAP Funding</i>	<i>Other Funds (include source)</i>
	Regular reporting to SACOG (this is a required task for all projects) Note that is work item is included in the below listed tasks.		<ol style="list-style-type: none"> <li>1. Progress report and invoicing (quarterly)</li> <li>2. Copy of Annual Progress Report submitted to HCD (annually in April)</li> <li>3. Summary of potential housing units impacted by project (final deliverable upon project completion)</li> </ol>			
	<b>Existing conditions analysis, visioning, opportunities and constraints.</b> Sub-tasks include:	Months 1-4	<ol style="list-style-type: none"> <li>1. Participate in project kickoff meeting</li> <li>2. GIS data and background information request</li> <li>3. Collaborate with City staff in identifying stakeholder groups.</li> </ol>	\$17,435	\$17,435	

<p>1.1   Project Kickoff and Background Data Request</p> <p>1.2   Review Background Information and Site Analysis, including Assessment of Residential Market Potential, and Determining target income mix and optimum market position</p> <p>1.3 Stakeholder outreach and interviews</p> <p>1.4 Opportunities and Constraints Memorandum</p>		<p>4. Participate in 4 stakeholder interviews and provide summary meeting notes.</p> <p>5. Residential Market Potential Report, Draft and Final [PDF]</p> <p>6. Opportunities and Constraints Memorandum [PPT/PDF]</p>			
<p><b>Design Alternatives and Feasibility Testing.</b></p> <p>Sub-tasks include:</p> <p>2.1  Design Frameworks: Plan Alternatives (two framework plans)</p> <p>2.2   Feasibility and Implementation Support</p> <p>2.3   Working Session with City</p>	<p>Months 1-4</p>	<p>1. Participate in Working Session and Workshop 1 including preparation of materials.</p> <p>2. Workshop 1 Summary Memo (presentation slides) including graphics illustrating the design framework alternatives; 3D visuals of site testing with building prototypes, assumptions, and development program, feasibility analysis or implementation strategies as needed; and workshop feedback received [PPT/PDF]</p>	<p>\$29,790</p>	<p>\$29,790</p>	

<p>Staff: Design Alternatives 2.4   Workshop 1: Design Alternatives</p>					
<p><b>Prepare Neighborhood Plan.</b> Sub-tasks include: 3.1   Plan Approach Memorandum 3.2   Prepare Draft Neighborhood Plan 3.3   Working Session with City Staff: Draft Plan 3.4   Workshop 2: Draft Plan 3.5   Working Session with City Staff: Edits for Final Plan 3.6   Prepare Final neighborhood Plan 3.7   Public Hearings (3) 3.8   Memorandum of Proposed Edits 3.9   Project Closeout and File Transfer</p>	<p>Months 5-14</p>	<ol style="list-style-type: none"> <li>1. Plan Approach Memorandum [PDF]</li> <li>2. Draft Neighborhood Plan document [PDF]</li> <li>3. Workshop 3 presentation slides and summary of feedback received [PPT/PDF]</li> <li>4. Attend 2 working sessions with City staff</li> <li>5. Final Neighborhood Plan document [PDF]</li> <li>6. Attend 3 public hearings including preparing presentation materials and answering questions</li> <li>7. Memorandum of final edits responding to feedback from public hearings</li> <li>8. Project native files [Adobe Indesign format] and 1-hour Indesign template training session</li> </ol>	<p>\$75,540</p>	<p>\$75,540</p>	
<p><b>Project Management</b> Project management, Coordination, Invoicing</p>	<p>Months 1-14</p>	<ol style="list-style-type: none"> <li>1. Coordination calls on a bi-monthly basis (every two weeks)</li> <li>2. Monthly invoicing and project progress memo</li> </ol>	<p>\$15,352</p>	<p>\$15,352</p>	

<b>Subcontractor 1: Laugenour and Meikle</b> Roadway, lotting and utility analysis of proposed design alternatives based on record data.	Months 1-14	1. Review record information and prepare preliminary lotting based on plan. 2. Review existing sewer, storm drain and water utility capacity, prepare preliminary utility layouts and analyze local utility availability and potential deficiencies.	\$24,640	\$24,640	
<b>Subcontractor 2: Volk Zimmerman Associates</b> Analysis of residential market potential for mixed- income housing in the Armfield neighborhood.	Months 1-4	Residential Market Analysis Report consisting of: 1. Target market analysis for housing within the study area to determine market potential. 2. Determine current context (supply side data) for rental and for-sale housing. 3. Determine target income mix and optimum market position for the study area.	\$25,250	\$25,250	
<b>Subcontractor 3: Toole Design</b> Multimodal transportation, review and advising on Transit Center location and design.	Months 1-14	1. Multimodal network layouts for the proposed plan alternatives. 2. Implementation and/or phasing recommendations. 3. Review Transit Center location and design.	\$25,000	\$25,000	
<b>Subcontractor 4: Lisa Wise Consulting</b> Support with financial feasibility analysis as needed to vet proposed design alternatives, and implementation strategies for the Plan.	Months 1-4	1. Financial feasibility analysis for proposed design alternatives (developers' side static proforma). 2. Implementation strategies memo.	\$15,000	\$15,000	
<b>Contingency</b>			\$6,743	\$6,743	
<b>GRAND TOTAL</b>			<b>\$234,750</b>	\$234,750	

## 2. Fee

All work shall be performed by Contractor shall be at the rates established in Exhibit A-1 to the Agreement, the Master Agreement Fee Schedule. The total amount to be paid to the Contractor shall not exceed Two Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars (\$234,750.00) unless expressly authorized in writing by the Agency and SACOG's Executive Director.

## 3. This Task Order No.1 is subject to the terms and conditions of the Agreement.

**IN WITNESS WHEREOF**, Agency and Contractor have entered into this Task Order No.1 as of the Effective Date.

**City of Woodland**

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Ken Hiatt  
City Manager

**Opticos Design, Inc**

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Karen Parolek  
Principal and CFO

**APPROVED BY:**

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Greg Chew, SACOG Project Manager

**Signature:**

**Email:**