

Agreement No. __ - ____

**Agreement Between the County of Yolo and the
Yolo Crisis Nursery Regarding State-Appropriated Funds for
A New Facility**

This Agreement (“Agreement”) is entered into as of May 23, 2023 (“Effective Date”) by and between the County of Yolo, a political subdivision of the State of California (“County”), and Yolo Crisis Nursery, Inc., a California nonprofit public benefit corporation (“Crisis Nursery” (collectively with County, the “Parties”).

RECITALS

WHEREAS, the Crisis Nursery intends to develop a new facility (the “Project”), described more fully in **Exhibit A**, attached hereto and incorporated herein by this reference

WHEREAS, the new facility will enable the Crisis Nursery to triple its capacity to provide transitional housing for children in acute crises and will also enable it to expand other services consistent with its mission and purpose; and

WHEREAS, the Crisis Nursery and the County successfully collaborated to seek an appropriation of \$1.0 million in state funding for the Project as part of the annual budget process, set forth in Section 19.56(i)(1)(E) of the Budget Act of 2022 (approved on September 6, 2022); and

WHEREAS, the County is seeking the appropriated funds from the California Department of Health Care Services (DHCS) and the purpose of this Agreement is to facilitate the County’s provision of the full appropriation to the Crisis Nursery promptly after receiving the funds;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. **County Obligations.** County agrees to use reasonable efforts to ensure, among other things, the prompt receipt of all appropriated funds and compliance with all related reporting, audit, and similar requirements. County further agrees to pass through all appropriated funds, whether received incrementally or as a single-lump sum, to the Crisis Nursery within 15 calendar days of its receipt of such funding from DHCS. Nothing in this Agreement obligates the County to provide any County funds to the Crisis Nursery to remedy any failure on the part of DHCS to provide the full appropriation to the County.

2. **Crisis Nursery Obligations.** The Crisis Nursery commits as follows:

A. To apply all funds received pursuant to this Agreement toward the Project in accordance with the terms and provisions of this Agreement and the State Budget Act of 2022. Any other use of such funds is prohibited. If the Project cannot be built as contemplated or if the state funding is not fully expended, the Crisis Nursery shall collaborate in good faith with the County to ensure the return or repayment of funding to the state.

B. To work in good faith with the County to respond to any requests by DHCS for reports or other documentation regarding the Project and the expenditure of state funding, including but not limited to a Project closeout report upon the expenditure of all state funding provided pursuant to this Agreement or upon completion or termination of the Project, whichever comes first.

C. To maintain records for at least three years after Project completion pertaining to the expenditure of funds received pursuant to this Agreement and cooperating as necessary in the event of a state or federal audit pursuant to applicable state and federal laws, including but not limited to Government Code section 8546.7.

3. **Term; Termination.** The term of this Agreement shall commence on the Effective Date. This Agreement shall terminate upon the completion of the Project (i.e., receipt of the final certificate of occupancy) except that incorporated provisions of the American Rescue Plan Act agreement between the parties (see Section 4, below) imposing ongoing obligations that survive the expiration or termination of that agreement shall also survive the termination of this Agreement.

In the event DHCS requires the County to enter into a written agreement prior to receiving the appropriated funds that imposes substantive obligations on the County not contemplated herein, the County may unilaterally terminate this Agreement and commence negotiations in good faith with the Crisis Nursery toward a new agreement between the Parties that ensures the County can responsibly meet its obligations under the state agreement in connection with the pass-through of appropriated funds.

4. **Incorporation of ARP Contract Provisions.** This Agreement incorporates by reference as if fully set forth herein the following provisions of the American Rescue Plan Act subaward contract between the Parties, dated April 12, 2022:

Attachment 1—Subaward Terms and Conditions: Section 6, 8, 11, 13, 14, 15

Attachment 2—General Terms and Conditions: Sections 1-8, 10

Attachment 3A and 3B—County and Subrecipient Contacts

Attachment 7—Insurance Requirements

The Parties agree that the foregoing provisions shall be considered part of this Agreement and are fully enforceable.

5. **Relationship of Parties.** The Crisis Nursery and its contractors, subcontractors, and other vendors shall perform all services under this Agreement as independent contractors, and not as employees, officers or agents of the County.

6. **Other Terms and Conditions.**

A. The Parties agree to cooperate as needed to ensure the full and timely of all obligations set forth in this Agreement.

B. This Agreement will be governed by and construed in accordance with the laws of the State of California and to the extent applicable, the laws of the United States.

C. Neither party may assign its interest in this Agreement or the rights under it to any third party, voluntarily or otherwise, without the prior written consent of the other party. The Parties do not intend to benefit any third party by this Agreement and only the Parties may enforce it.

D. The Crisis Nursery affirms that it will ensure its contractor(s) and any subcontractors completing work in furtherance of the Project will hold all applicable licenses and/or certifications required for the performance of such work. The Crisis Nursery further represents that it has obtained all permits and regulatory approvals necessary for the Project.

E. The waiver by any of the Parties of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by the Parties unless in writing signed by one authorized to bind the party to be charged with the waiver.

F. If any term or provision of this Agreement the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

G. This Agreement may be amended only by a writing executed on behalf of the Parties to be bound.

H. This instrument contains the entire agreement among Parties with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. This Agreement and any amendment may be executed in counterparts,

including electronic counterparts, each of which when taken together shall constitute a single agreement.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement:

YOLO CRISIS NURSERY

COUNTY OF YOLO

By: _____

By: _____

Signature

Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Printed Name
Clerk

Attest: Julie Dachtler, Senior Deputy

Yolo County Board of Supervisors

Title

By: _____
Deputy (Seal)

Approved as to Form:

By: _____
Philip J. Pogledich, County Counsel

EXHIBIT A

Exhibit A

Yolo Crisis Nursery Project Narrative

The Yolo Crisis Nursery (YCN) offers voluntary and free, nurturing childcare for ages birth through five years, 24 hours per day 365 days per year. In addition, the YCN's wraparound services help parents resolve the problems that initially brought them to the YCN. The clientele of the nursery is predominately low and extremely low-income families, typically referred by other Yolo County social service agencies. The nursery currently operates out of a converted 1,400 square foot home in Davis and is seeking to expand its services to the Yolo County community by opening a new facility on Research Park Drive in South Davis.

The new facility was approved in concept as part of the Plaza 2555 Apartments Preliminary Planned Development within the City of Davis in November 2020. More specifically, the Plaza 2555 Affordable Housing Plan #1-17 included a donation of approximately one acre of land to YCN to satisfy a portion of the apartment developer's affordable housing obligation.

A Final Planned Development (FPD) package was submitted on May 6, 2022 to the City by the Plaza 2555 applicant under separate cover as a separate action for the apartments with the one-acre dedication site identified. This application is solely for initial Design Review for the YCN facility. The YCN applicant acknowledges that Design Review approval for the nursery building will be after or concurrent with the approval of the Plaza 2555 FPD.

Physical Features

The approximately one-acre site is located on the north side of Research Park Drive, immediately east of the existing Comcast Building. Interstate 80 is located north of the site and Playfields Park is located on the other side of the road to the south. The two hundred Plaza 2555 apartments are planned to be constructed to the east extending to Cowell Boulevard.

The site is currently undeveloped and supports annual grasses and forbs with few plants or animal species. There are no trees of significance on the site. There is a row of mature trees bordering the site to the north located within the Caltrans right-of-way. The northerly 50 feet contain a public utility easement that coincides with the abandoned right-of-way of the previous Cowell Boulevard alignment. A ten-inch diameter water distribution main is located within the 50-foot PUE. AT&T holds a 25-foot-wide easement contiguous and south of the above described PUE. The AT&T easement contains buried communication conduit(s). The site is generally level with the exception of the PUE and AT&T easement area being approximately two feet higher in elevation.

Facility Description

The proposed facility consists of a one-story wood framed building in a courtyard configuration with four wings. The building totals approximately 8,600 square feet. An approximate 700 square foot detached prefabricated storage building(s) is planned along the western property boundary.

The exterior of the Craftsman/shingle style building will be clad with painted, shiplap fiber-cement siding surmounted by gabled, asphalt shingle roofs with overhangs supported by wood brackets. Paneled base and gabled bays with large double hung windows break down the massing to provide the feeling of a large residential structure. Interiors are generously daylit, opening to the interior courtyard under exposed beamed walkways on three sides. The overnight rooms open to an interior hallway with generous windows overlooking the courtyard. Interior daycare spaces have tall ceilings with sun shaded clerestory windows.

The all-electric building will include heat pump heating/cooling, heat pump domestic hot water, and induction cooking. The goal of rooftop photovoltaic panels is to provide most, if not all of the building's electrical needs.

Access to the building site consists of a main entry drive aisle to be shared with Plaza 2555 connecting to Research Park Drive. This drive aisle will be the public entrance to three visitor parking spaces, reserved for YCN clientele, one of which will be ADA accessible. A second drive aisle, also connecting to Research Park Drive at the western edge of the site, will provide gated entry to a 12-space employee parking lot. Two of the 12 employee spaces will include EV charging ports with conduit installed to upgrade an additional four spaces as demand dictates. The secured entry will also be used for access for solid waste and recyclables at the proposed trash enclosure at the northwest corner of the building. In addition, weekly food truck and other periodic donations will access the storage building via the secured access. Waste and donation trucks will exit the site via the parking lot drive aisle along the north side of the building and then via the shared main drive aisle.

The site includes additional parking spaces along the east and north of the building. As indicated in the PPD, these additional spaces will be leased to the Plaza 2555 owners for use by the residents of the apartments. The City has agreed to allow the YCN to secure six overflow parking spaces within the Playfields Park parking lot immediately across the street. A license agreement has been drafted and agreed to by both parties and is pending final execution by the City. Additional site amenities include bike racks, long term bike storage, enhanced exterior landscaping including an employee outdoor break and lunch area on the north side of the building.

Preliminary Civil Engineering and Landscape Architecture Design

Included in this application is the preliminary grading and drainage plan, and conceptual utility plans for sewer, domestic, and fire water. Drainage will be directed to two stormwater bioretention planters within the project frontage. Stormwater quality calculations and an accompanying exhibit are included with this submittal. Note that the stormwater shed does not

include the parking being leased by Plaza 2555. Per agreement, Plaza 2555 will be responsible for treating runoff from those paved areas.

The proposed landscape design will feature a low water use and hardy plant palette which will require little maintenance. Plant material will be placed within the parking lot and planters adjacent to buildings and follow the Crime Prevention Through Environmental Design (CPTED) principles for safety. Trees in the parking lot will be selected from the City of Davis Master Tree List to provide the required minimum shade coverage. Note that the shade calculations for the project have only been submitted for the employee parking lot with this application. A comprehensive shade calculation including the leased parking areas was included with the Plaza 2555 application.

Consistent with the proposed landscape planting, the irrigation will be a low maintenance system comprised of low volume subsurface drip irrigation. The inline drip system will allow for water to be directly delivered to each plant and can be adjusted as per the soil infiltration rate to provide an even distribution of water to each plant without overwatering. This system design will also eliminate any chance of overspray and run-off typically found with traditional irrigation sprinkler heads, while decreasing the amount of maintenance and deterioration on adjacent hardscape surfaces and building facades. The proposed landscape and irrigation design will meet California MWEL design criteria.