

BOARD OF SUPERVISORS
Yolo County, California

To: CAO ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 24-08 Item No. 13, of the Board of Supervisors' meeting of January 23, 2024.

MOTION: Villegas. SECOND: Barajas. AYES: Vixie Sandy, Provenza, Barajas, Villegas, Frerichs.

13.

Approve American Rescue Plan Community Benefit Grant proposals totaling \$87,000, delegate authority to staff to enter into the necessary agreements, and delegate authority to the Manager of Procurement to sign the agreements. (No general fund impact) (Pinedo/Espitia)

Approved **Agreement Nos. 24-37 and 24-46** on Consent.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 13.
County Administrator

Board of Supervisors

Meeting Date:

01/23/2024

Brief Title:

American Rescue Plan - Community Benefit Grants

From:

Gerardo Pinedo, County Administrator, County Administrator's Office

Staff Contact:

Berenice Espitia, Associate Management Analyst, County Administrator's Office,
x8560

Supervisorial District Impact: Districts 3, 4 & 5

Subject

Approve American Rescue Plan Community Benefit Grant proposals totaling \$87,000, delegate authority to staff to enter into the necessary agreements, and delegate authority to the Manager of Procurement to sign the agreements. (No general fund impact) (Pinedo/Espitia)

Recommended Action

- A. Approve an agreement with Friends of the Woodland Public Library to support the installation of public art for \$8,000;
- B. Approve an agreement with Yolo Healthy Aging Alliance (YHAA) to support operations for \$30,000;
- C. Approve an agreement with Cache Creek Conservancy to provide an educational program for \$6,000;
- D. Approve an agreement with Community Care Car, Inc. for van maintenance for \$10,000;
- E. Approve an agreement with Woodland Boxing Club to support the boxing program for \$5,000;
- F. Approve an agreement with the Knights of Columbus - Holy Cross Council to support their efforts in cleaning up graffiti for \$2,000;
- G. Approve an agreement with the Woodland Recreation Foundation for the purchase and installation of the backstop for the softball field for \$5,000;
- H. Approve an agreement with Empower Yolo's Knights Landing Resource Center for renovations and new furniture for \$8,000;
- I. Approve an agreement with Woodland Babe Ruth to purchase uniforms and equipment for \$5,000;
- J. Approve an agreement with Capay Valley American Youth Soccer Organization (AYSO) to provide scholarships for \$8,000;
- K. Delegate authority to staff to complete the agreement; and
- L. Delegate authority to the Manager of Procurement to sign the agreement.

Strategic Plan Goal(s)



Thriving Residents

Reason for Recommended Action/Background
Background

On July 25, 2023, the Board of Supervisors received an update on the American Rescue Plan (ARP) and a set of recommendations from staff for the use of remaining funding. At that time, staff recommended setting aside \$500,000 for the Community Benefit Equal Allocation Plan. The Plan equally allocated a portion of that funding to each of the five supervisorial districts, allowing each Supervisor to provide grants to local Community-Based Organizations (CBO) operating within their districts. The Board approved the plan at that meeting, further augmenting the funding to a total of \$750,000.

A brief description of the funding proposal follows:

Friends of the Woodland Public Library

This agreement would provide \$4,000 each from Districts 3 and 5, for a total of \$8,000. The Friends of the Woodland Public Library, a 501(c)3 non-profit organization, have collaborated with Woodland artist Linda S. to craft the Bee's Knees public art sculpture prominently displayed in front of the Woodland Library.

Yolo Healthy Aging Alliance

This agreement would provide \$30,000 from District 4. YHAA a 501(c)3 non-profit organization, serves older adults in Yolo County. The funds will support operation demands, including payroll and grant expenses.

Cache Creek Conservancy

This agreement would provide \$6,000 from District 3. Cache Creek Conservancy is a 501(c)3 non-profit organization. Due to the Covid 19 restrictions, the Conservancy's elementary environmental education program was put on hold. With the generous community benefit funding, they can provide for approximately five classes in the 2024 school year.

Community Care Car, Inc.

This agreement would provide \$10,000 from District 3. The Community Care Car is a non-profit organization based in Woodland at the Woodland Community/Senior Center that provides door-to-door shuttling services to Woodland seniors (55+). Funds will provide for van maintenance for 2024.

Woodland Boxing Club

This agreement would provide \$5,000 from District 3. The Woodland Boxing Club is a program offered through the City of Woodland that provides boxing workouts and training classes for residents aged ten through adult. These programs are offered Monday through Friday from 4 - 9 pm at the Woodland Community & Senior Center.

Knights of Columbus - Holy Cross Council

This agreement would provide \$2,000 from District 3. The funding request will help in their efforts to clean up the increase in graffiti in their area. The Knights have taken the lead in cleaning up and sustaining a program to help their community overcome the hardship. Over the past several years, they have seen an increase in the Broderick & Bryte area since the Covid-19 pandemic.

Woodland Recreation Foundation

This agreement would provide \$5,000 from District 3 for the Woodland Girls Fastpitch new softball fields. This donation will be used to purchase and install the backstop for field one.

Empower Yolo

This agreement would provide \$8,000 from District 5. Empower Yolo's Knights Landing Resource Center provides families access to an array of essential programs, services, and information. Funding will be used for renovations and new furniture. New flooring is needed to replace old and worn-out floors, improve the overall aesthetics of the office, and address safety concerns from damaged flooring. Office furniture is needed to improve the overall look and feel of the office, making it more inviting for clients or visitors in the waiting room. New office furniture is needed to create a functional, comfortable, and aesthetically pleasing environment for our clients.

Woodland Babe Ruth

This agreement would provide \$5,000 from District 5. The Woodland Babe Ruth Baseball League is a youth baseball organization that operates in the community of Woodland. Babe Ruth Baseball is a program for players aged 13--15, providing them with the opportunity to participate in organized baseball leagues and tournaments. Providing funding to the Woodland Babe Ruth Baseball League can significantly contribute to the enhancement of the league's operations. Specifically, funds can be allocated to support the purchase of uniforms and equipment for the players. This includes jerseys, pants, caps, bats, gloves, helmets, and other essential gear. Adequate funding ensures that the league can provide quality equipment, creating a safer and more enjoyable experience for young athletes, particularly for low-income families.

Capay Valley AYSO

This agreement would provide \$8,000 from District 5. The American Youth Soccer Organization is the oldest national youth soccer program in the United States and a nonprofit. Their mission is to develop and deliver quality youth soccer programs throughout the country which promote a fun, family environment built on the foundation of our Six Philosophies. Capay Valley American Youth Soccer Organization (AYSO) is the sole recreational soccer club serving the youth in Esparto, Capay Valley, and surrounding areas. The requested funds will help enhance the inclusivity of our soccer programs, particularly for low-income families, by providing scholarships that cover registration fees, uniform costs, and other essential expenses.

Recommended Action

Staff are requesting authority to complete and sign the agreements with the named organizations in the amounts described above. Agreements will utilize the language shown in Att. A. Agreement Template.

Collaborations (including Board advisory groups and external partner agencies)

Grant recipients are selected by the Supervisor's Districts and reviewed by the County Administrator's Office. County Counsel and the Department of Financial Services reviewed and approved the benefit agreement language in Att. A. Agreement Template.

Competitive Bid Process/Vendor Performance

The respective Supervisors' District staff review potential beneficiaries of the available ARP funding, and the Supervisor selects beneficiaries and funding amounts. District Staff then begin preparation of the agreements. The County Administrator's Office reviews the spending proposals and verifies that the proposed beneficiary meets any necessary requirements under federal and state laws. The proposal is then brought to the Board for delegation of authority to complete and sign the agreement in advance of any funding disbursement.

Attachments

Att. A. Agreement Template

Form Review

Inbox	Reviewed By	Date
Mark Bryan (Originator)	Mark Bryan	01/08/2024 03:05 PM
Berenice Espitia	Berenice Espitia	01/17/2024 04:19 PM
Gerardo Pinedo	Gerardo Pinedo	01/18/2024 08:16 AM
Financial Services	Laura Liddicoet	01/18/2024 08:37 AM
County Counsel	Phil Pogledich	01/18/2024 12:04 PM
Cindy Perez	Cindy Perez	01/18/2024 01:31 PM
Form Started By: Mark Bryan		Started On: 01/08/2024 02:41 PM
Final Approval Date: 01/18/2024		

American Rescue Plan Community Benefit Grant Agreement

This Grant Agreement (“Agreement”) is made as of DATE (“Effective Date”), between the County of Yolo a political subdivision of the State of California (“COUNTY”), and ORG NAME, a ORG TYPE (“BENEFICIARY”).

TERMS AND CONDITIONS

1. Grant Award.
 - a. COUNTY hereby agrees to provide financial assistance to BENEFICIARY in the amount of \$AMOUNT solely for the purposes of funding the project or uses described in Attachment A, BENEFICIARY’s “ARP Proposal” (“Project”).
 - b. Funding shall be provided as a single lump sum within 30 calendar days of the Effective Date.
2. BENEFICIARY Obligations. BENEFICIARY agrees that all funds provided by the COUNTY under this Agreement will be held by the BENEFICIARY and applied solely toward the Project. To that end, the funds will be specifically earmarked and reserved for Project and will not be made available or used for other BENEFICIARY functions or general agency purposes and any other use of said funding is prohibited. Failure to spend the funds in accordance with the terms of this Agreement shall constitute a default and COUNTY may require the repayment of funds awarded in addition to any other remedies allowed by law.
3. Status of BENEFICIARY.
 - a. BENEFICIARY and BENEFICIARY’s contractors, subcontractors, and other vendors shall act in an independent capacity and not as employees, partners, officers or agents of COUNTY.
 - b. BENEFICIARY certifies that neither the entity, nor its principals or affiliates, are excluded or disqualified from receiving federal funds.
4. Records. BENEFICIARY shall keep, and provide to COUNTY or its agents, upon request, accurate financial records necessary to enable COUNTY to review BENEFICIARY’s performance of this Agreement. These records shall demonstrate the grant funding has been used for the Project. BENEFICIARY shall maintain all such records for at least five years from the Effective Date.
5. Civil Rights Compliance; Nondiscrimination. By signing this Agreement, BENEFICIARY certifies that it will comply with all legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds, including that BENEFICIARY shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the U.S. Treasury Department’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504),

Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the U.S. Treasury Department implementing regulations at 31 CFR part 23.

6. General Terms and Conditions.

- a. As between COUNTY and BENEFICIARY, BENEFICIARY is solely responsible for full and timely compliance with all local, state, and federal laws and regulations pertaining to completion of the Project. This includes, but is not limited to, compliance with state prevailing wage laws (Labor Code §§ 1720 et seq.). COUNTY's sole obligation under this Agreement is to provide funding to BENEFICIARY in the amount, time, and manner specified herein.
- b. If for any reason BENEFICIARY later elects not to proceed with the Project, the BENEFICIARY will refund to the COUNTY all funding provided under this Agreement.
- c. BENEFICIARY agrees to indemnify, defend, protect, hold harmless, and release COUNTY, its governing body, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expenses (including attorney's fees and witness costs) arising from or in connection with BENEFICIARY's performance of the Project.
- d. BENEFICIARY shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY, and any attempt by a BENEFICIARY to so assign or transfer this Agreement without the COUNTY's consent shall be void and of no effect.
- e. The waiver by either party or any of its officers, agents or employees, or the failure of either party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.
- f. The persons executing this Agreement on behalf of the parties affirmatively represent that each has the requisite legal authority to enter this Agreement on behalf of their respective party, and to bind their respective party to the terms and conditions of this Agreement.
- g. This Agreement is not intended to, and will not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.
- h. This Agreement may only be amended in writing executed by COUNTY and BENEFICIARY.

- i. This Agreement shall be construed under and in accordance with the laws of the State of California. The construction and interpretation of this Agreement shall be governed by the laws of California with venue residing in Yolo County, except to the extent an issue may be governed by federal law.
- j. This Agreement constitutes the entire agreement between the parties with respect to funding contributions and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.
- k. BENEFICIARY understands and acknowledges that United States Code Title 31, Section 3729, Administrative Remedies for False Claims and Statements, applies to this Award.
- l. BENEFICIARY agrees that the Federal Government is not a party to this Agreement and is not subject to any obligations or liability to the BENEFICIARY, or any other party pertaining to any matter resulting from this funding award.

This Agreement is hereby executed on the day and year first above written.

BENEFICIARY

COUNTY OF YOLO

NAME, TITLE

Tonia Murphy, Procurement Manager

EXHIBIT A

Description of Project