

## **PB Cycle 2 - Arts, Beautification, Community Development (ABC) Grant Agreement**

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 15<sup>th</sup> day of April 2015, by and between the City of Vallejo, a municipal corporation ("CITY"), and the Vallejo Community Arts Foundation (VCAF), a federally-registered 501(c)3 nonprofit organization ("GRANTEE"), who agree as follows:

### **A. Project Description**

Attached hereto in Exhibit "A" is a scope of work including a brief description of the work product or "Deliverables," an estimated Budget, and a Schedule, constituting "the Project." Herein, Exhibit "A" is referred to as 'Project Scope'. Also attached hereto as Exhibit "B" is Resolution No. 14-132 N.C., approving the Project, setting clear project conditions, and authorizing the City Manager to take any and all required actions to implement the project.

### **B. Project Implementation**

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$30,000.00, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits "A," "B," and "F" of this Agreement and pursuant to all other terms and conditions set forth herein. The Project Scope includes deliverables and estimated costs for each deliverable. The GRANTEE is contractually bound to complete each deliverable listed in the Project Scope.

Once the GRANTEE has completed the deliverables as itemized in the Project Scope, the GRANTEE may request written approval from the CITY to rollover any remaining Grant Funds from this project scope to any subsequent addendums to this contract. This shall be considered a change or deviation from the original Project Scope. Approval for these additional addendums or allocations shall be granted or denied at the CITY's sole discretion.

If, prior to commencement of work, the GRANTEE concludes that the budget is insufficient due to unforeseen or changed circumstances, the GRANTEE shall promptly contact CITY.

3. The GRANTEE shall complete the Project by August 31, 2015. The GRANTEE shall complete services per the Schedule in Exhibit A and Exhibit F.

4. The GRANTEE acknowledges that it is required to pay prevailing wages on any public works project. The GRANTEE shall determine whether the activities to be contracted for include or constitute a "public works project" pursuant to the Public Contracts Code to which the said laws apply.

5. The GRANTEE certifies that the Project does and will continue to comply with all laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts and workers' compensation, building codes, environmental laws (including but not limited to the California Environmental Quality Act), health and safety codes, and disabled access laws. Where applicable, the GRANTEE shall seek and obtain requisite permissions, recommendations or approvals from the CITY, including any commissions, review boards, or administrative staff.

6. Prior to commencing any work under this agreement, the GRANTEE shall obtain all necessary permits from the CITY.

7. The GRANTEE shall obtain the CITY's written approval of any change or deviation from the original Project Scope set forth in both Exhibits "A" and "B", including changes to any of the deliverables or costs identified in the Project Scope (Exhibit "A"). Any modification to the Project or Project Scope must also comply with all current laws and regulations and all other requirements of this Agreement, and the Project must be completed with available funding from the GRANTEE and funds provided under this Agreement.

GRANTEE requests for changes or deviations to the Project Scope shall be presented through Section 6 of the Progress Reports (Exhibit D) required for submittal by the dates identified in F.1 or through a Change Order Form (Exhibit E). The CITY shall review the Progress Reports and Change Order Forms for any request for changes or deviations presented therein and promptly notify the GRANTEE of the CITY's decision.

8. All actions and approvals required to be taken by the CITY under this Agreement shall be approved by its City Manager or his/her designee.

### **C. Acknowledgment of Funding Source**

Unless otherwise agreed upon between the parties, the GRANTEE agrees that any publications, studies, or reports which are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project will acknowledge the CITY's support in the following manner: "Funding for this project has been provided by a community supported Participatory Budgeting Project using City of Vallejo Measure B Funds."

### **D. Project Costs, Requests for Payment, Advances**

1. The GRANTEE agrees to use all Grant Funds provided by the CITY under the terms of this Agreement solely for the Project herein described.

2. Grant Funds provided to the GRANTEE under this Agreement shall be disbursed to reimburse grantee for eligible costs within 30 days of the GRANTEE submitting monthly invoices for costs associated with the project to CITY.

3. The GRANTEE shall use any income earned by the GRANTEE from use or implementation of the Project or the Project site to further the general purposes of the Project, or, if approved by the CITY, for other purposes consistent with Participatory Budgeting and within the geographic boundaries of CITY.

4. Grant Funds under this Agreement must be expended within the time frame of the Project Performance Period as set forth in Section B of this Agreement.

6. Except as otherwise provided herein, the GRANTEE shall expend Grant Funds in the manner described in the Exhibits approved by the CITY.

### **E. Payment Process and Documentation**

1. All Requests for Payments must be submitted using a completed Request for Payment Form attached as Exhibit C. This form must be accompanied by 1) an itemized list of all expenditures according to Project Budget Categories, and 2) supporting documentation that clearly identifies the expenditure(s) in relation to the Project Budget Categories in Exhibits "A" and "B" of this Agreement. Payment requests may not be submitted more often than monthly.

2. If the Request for Payment Form is incomplete, inadequate or inaccurate, the CITY will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the GRANTEE by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the GRANTEE and the contractor are the responsibility of the GRANTEE and are not reimbursable under this Agreement.

3. Final payment of remaining Grant Funds, including amounts withheld from previous payments, shall be paid up to the total amount of the Grant award or the actual Project cost, whichever is less, upon completion of the Project, receipt of the final report and final Request for Payment from the GRANTEE in form and content satisfactory to the CITY, and the satisfactory completion of a site inspection by the CITY.

4. Final payment is contingent upon the CITY's verification that the Project, as implemented, is consistent with the Project Scope as described in Exhibits "A" and "B", together with any CITY-approved amendments to the Project Scope. The City shall complete this verification within 30 days off the GRANTEE submitting monthly invoices, as described in D.2.

#### **F. Project Review, Inspection and Documentation**

1. The GRANTEE shall submit monthly written progress reports with photographs, at the completion of the project as described in Exhibit A and Exhibit F ("Project Scope"), and upon request by the CITY or as otherwise specified in this agreement. Progress reports must be submitted using the Progress Report Form attached as Exhibit D.

2. The GRANTEE shall provide access to the CITY upon twenty-four (24) hours' notice to evaluate work completed or being performed pursuant to this Agreement, including work by contractors and subcontractors, in accordance with the approved Project Scope. GRANTEE shall require all contractors and subcontractors, in such event, to provide all reasonable facilities and assistance for the safety and convenience of the CITY's representative(s) in making such inspections.

3. Unless otherwise authorized by the CITY in writing, GRANTEE shall submit all documentation of Project completion, including, a final Request for Payment and Project Completion Report in the form of a Progress Report Form within sixty (60) days of Project completion.

#### **G. Project Termination**

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of termination.

2. If the CITY terminates this Agreement prior to the end of the Schedule in Exhibit A and Exhibit F, the GRANTEE shall take all reasonable measures to prevent further costs to the CITY hereunder. The CITY shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE under this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

3. If GRANTEE fails to complete the Project or the Agreement is terminated pursuant to subsection 1, GRANTEE shall be reimbursed for expenses on accepted work. Such reimbursement shall be at the sole discretion of the City.

#### **H. Financial Records**

1. The GRANTEE shall establish an official file for the Project. The file shall contain adequate documentation of all actions that are taken with respect to the Project.

2. The GRANTEE shall keep separate and complete accounting records for receipt, deposit, and payment of all Project funds, including interest. All funds received by the GRANTEE shall be deposited in separate fund accounts that identify the funds and clearly show the manner of their disposition.

3. The GRANTEE agrees that adequate supporting documentation shall be maintained in sufficient detail to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.

4. The GRANTEE shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all Project funds, including non-City funds, interest earned, and any matching funds by the GRANTEE and the total cost of the Project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents shall include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports shall also be required for consultants and contractors. Adequate supporting documentation shall be maintained by consultants and contractors in sufficient detail to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

5. The GRANTEE shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the CITY.

#### **I. Audit Requirements**

1. The CITY reserves the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the Completion Date or, in the case of early termination, the termination of the Project. Within ten (10) working days of a request by the CITY, GRANTEE shall furnish, at its own expense, legible copies of all materials deemed pertinent to the request. At any time, the CITY may disallow all or part of the cost of any activity or action which it determines to be out of compliance with the terms and conditions of this Agreement.

#### **J. Assignment**

Except as expressly provided by written agreement between the CITY and the GRANTEE, this Agreement is not assignable by the GRANTEE either in whole or in part.

#### **K. No Agency Agreement**

In carrying out this Agreement, the GRANTEE and its agents and employees shall be deemed to be acting in an independent capacity with respect to the CITY, and not as the officers, employees, or agents of the CITY or the State.

#### **L. Liability and Insurance**

1. The GRANTEE shall defend, indemnify, and save harmless the CITY (including its inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, the GRANTEE's operations to be performed under this Agreement, including, but not limited to:

- A. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of the GRANTEE, the CITY, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of the GRANTEE, the CITY, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
- B. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of the GRANTEE;
- C. Alleged infringement of any patent rights which may be brought arising out of the GRANTEE's work;
- D. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- E. The GRANTEE's failure to fulfill any of the covenants set forth in the Agreement;
- F. Failure of the GRANTEE to comply with the provisions of the Agreement relating to insurance; and,
- G. Any violation or infraction by the GRANTEE of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in this Agreement.

The GRANTEE's indemnification of the CITY will not include indemnification for claims which arise as the result of the active negligence of the CITY, or the sole negligence or willful misconduct of the CITY, its agents, servants or independent contractors who are directly responsible to the CITY, or for defects in design furnished by such persons.

2. Until acceptance of the work by the CITY, the GRANTEE shall have the charge and care of the work and of the materials to be used therein. The GRANTEE shall bear the risk of injury, loss or damage to materials or work.

3. Insurance shall conform to the following requirements: the GRANTEE shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the GRANTEE, his/her agents, representatives, employees or subcontractors. Such insurance shall not be construed to relieve the GRANTEE of any liability in excess of such coverage. GRANTEE shall name CITY as additional insured.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance

The GRANTEE shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention greater than \$10,000 must be declared to and accepted by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage

- i. The CITY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the GRANTEE, including the insured's general supervision of the GRANTEE; products and completed operations of the GRANTEE, premises owned, occupied or used by the GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants.
- ii. The GRANTEE's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by the CITY, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants shall be excess of the GRANTEE's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants.
- iv. The GRANTEE's coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the GRANTEE for the CITY and the Engineer, its officers, directors, employees and subconsultants.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. Verification of Coverage

GRANTEE shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and accepted by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

GRANTEE shall name CITY as additional insured.

G. Subcontractors

The GRANTEE shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The GRANTEE shall ensure that all subcontractors include the City as additional insured.

**M. Nondiscrimination**

The GRANTEE shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, sexual orientation, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.

**N. Severability**

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

**O. Waiver**

No term or provision hereof will be considered waived by either party, and no breach is excused



or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach by the other party shall constitute consent to or, waiver of any subsequent or other breach by the other party.

**P. Time of the Essence**

Time is of the essence with respect to the Completion Date as set forth in Section B of this Agreement. With respect to all other dates set forth therein, GRANTEE shall use best efforts to accomplish the tasks by the specified dates.

**Q. Amendment**

This Agreement may be amended by mutual agreement in writing between GRANTEE and CITY. Any request by the GRANTEE for amendments must be in writing stating the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than thirty (30) days before the effective date of the proposed amendment.

**R. Notices**

All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to CITY:                      Will Morat  
    Administrative Analyst I  
    City of Vallejo  
    555 Santa Clara Street  
    Vallejo, CA 94590  
    707 648 4109  
    Will.morat@cityofvallejo.net

If to GRANTEE:                Tom Arie Donch  
    Vallejo Community Arts Foundation  
    P.O. Box 1767  
    Vallejo, CA 94590  
    707 643-7529  
    adonch@aol.com

**S. List of Exhibits**

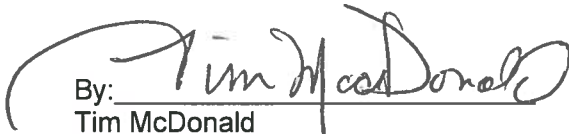
- Exhibit A - Project Scope
- Exhibit B - Resolution No. 14-132 N.C.
- Exhibit C - Request for Payment Form
- Exhibit D - Progress Report Form
- Exhibit E – Change Order Form
- Exhibit F – Project Scope (2)

**T. Entire Agreement**

This Agreement, and the attached exhibit, constitute the entire Agreement between the parties hereto relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

VALLEJO COMMUNITY ARTS  
FOUNDATION (VCAF),  
a non-profit organization

CITY OF VALLEJO,  
a municipal corporation

By:   
Tim McDonald  
Board President, VCAF

By:   
Daniel E. Keen  
City Manager

DATE: 4/15/15

DATE: 4/16/15

ATTEST:

(City Seal)

By:   
Dawn Abrahamson  
City Clerk

APPROVED AS TO CONTENT:

  
Joanna Altman  
Administrative Analyst II

APPROVED AS TO FORM:

  
Donna Mooney  
Chief Assistant City Attorney

## **EXHIBIT A: PROJECT SCOPE**

This document outlines how Vallejo Community Arts Foundation (VCAF) will use City of Vallejo Measure B funds allocated through Participatory Budgeting (PB) to achieve the goals of the *Arts, Beautification, Community Development (ABC)* Project approved during the second cycle of PB in 2014.

It contains the following sections:

1. Goals
2. Deliverables – Project Activities
3. Designated Locations
4. Schedule
5. Budget

### **1. Goals**

The beautification of Vallejo public spaces and streets included in this project through creating public art will improve the quality of life, enhance Vallejo's image, promote economic development, and provide cultural benefits for Vallejoans by:

- Honoring the city's past
- Attracting new residents, businesses, and visitors to Vallejo
- Showcasing art and architecture through technology
- Providing opportunities to residents, businesses and stakeholders to collaborate
- Strengthening neighborhood pride and identity

### **2. Deliverables – Project Activities**

VCAF will coordinate and manage public art projects at Designated Locations (see #3 below) that will result in:

#### **Utility Box and Bike Locker Art**

- 20 designs collected through an open request process
- 10 utility boxes complete with paint and/or art
- 1 bike locker box complete with paint and/or art

VCAF is solely responsible for organizing an open, transparent and competitive collection and selection process, and for selecting final artwork to be placed on utility boxes. VCAF is responsible for obtaining and documenting any required approval by the City of Vallejo Public Works department, the Beautification Design and Review Board, or other appropriate City commissions, agencies or departments as established in the City Charter, municipal code, or other City authority. In the event locations fall on private property, written permission must be first obtained from the responsible private entity allowing artwork to be applied.

Artwork may only be applied to the 10 utility boxes and one bike locker box listed in number three of this document entitled "Designated Locations." Artwork will be in acrylic paint, covered with an anti-graffiti coating. Artwork may not augment the dimensions, weight, weatherproofing, security, or otherwise alter the integrity of boxes. Artwork may not promote individual commercial interests.

Upon completion of artwork, the City of Vallejo retains rights of ownership to utility boxes and bike lockers and any artwork permanently affixed to boxes. The City of Vallejo reserves the right to alter,

remove or replace boxes and/or any permanently affixed artwork. VCAF may use reproductions, photos, or other representations of the artwork for promotional material contingent upon identifying the location and funding source for the project (as identified in Part C – Acknowledgement of Funding Source within this signed Grant Agreement).

### 3. Designated Locations

The following table outlines the designated locations and budget for approved work identified in “Deliverables – Project Activities” (#2), to be performed according to the schedule (#4) noted below. Photos of each box location are attached as Exhibit A, Attachment 1.

| Utility Box and Bike Locker Locations |   |
|---------------------------------------|---|
| 1                                     | West side of Mare Island Way between Ferry boat entrance and Ferry Terminal |
| 2                                     | Southeast corner of Mare Island Way & Georgia Street                        |
| 3                                     | Southeast corner of Georgia Street & Santa Clara Street                     |
| 4                                     | Northeast corner of Sacramento Street & Georgia Street                      |
| 5                                     | Northwest corner of Sacramento Street & Georgia Street                      |
| 6                                     | Northeast corner of Sonoma Blvd. & Georgia Street                           |
| 7                                     | Northwest corner of Marin Street & Virginia Street                          |
| 8                                     | Northwest corner of Florida Street & Marin Street                           |
| 9                                     | AT&T box mid-block North from Vallejo Naval & Historical Museum             |
| 10                                    | Southeast corner of Sonoma Blvd. & Virginia Street                          |
| 11                                    | Bike locker on Southeast corner of Mare Island Way & Georgia Street         |

For box #9, written approval from AT&T is required to be provided to the City, including a statement from AT&T that they have no current plans or intent to remove/replace the box. In the event permission from AT&T cannot be obtained, VCAF may submit a change order request to replace this location with another City-owned utility box.

### 4. Schedule

Successful completion of Deliverables – Project Activities (#2) as described shall occur on or before August 31, 2015. Monthly progress reports shall update the City on activities in progress or completed, and invoices and/or receipts may be submitted upon completion of key line items designated in Budget (#5) below, in accordance with this signed Grant Agreement as identified in Part E – Payment Process and Documentation.

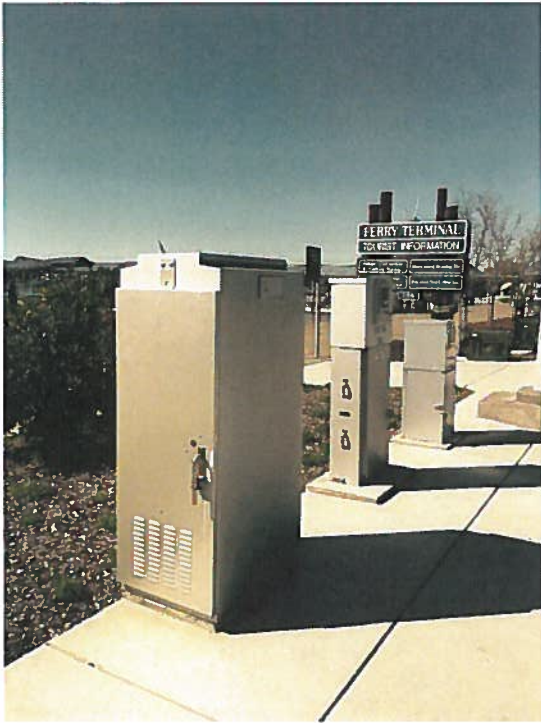
### 5. Budget

The budget is based on estimates provided by VCAF. Modifications of costs between line items can be requested through a Change Order Form (Exhibit E) and may be granted approval at the sole discretion of the City.

| Utility Box & Bike Locker Art        |       |               |                  |
|--------------------------------------|-------|---------------|------------------|
| Deliverable                          | Units | Cost per Unit | Allocation       |
| Utility box art designs/drawings     | 20    | \$ 100        | \$ 2,000         |
| Artwork honorarium for utility boxes | 10    | \$ 1,000      | \$ 10,000        |
| Artwork honorarium for bike locker   | 1     | \$ 2,000      | \$ 2,000         |
| Reproduction and associated costs    | --    | \$ -          | \$ 150           |
| <b>Total Funding</b>                 |       |               | <b>\$ 14,150</b> |

**Exhibit A, Attachment 1**

Utility Box #1



Utility Box #3



Utility Box #2



Utility Box #4



**Exhibit A, Attachment 1**

Utility Box #5



Utility Box #7



Utility Box #6



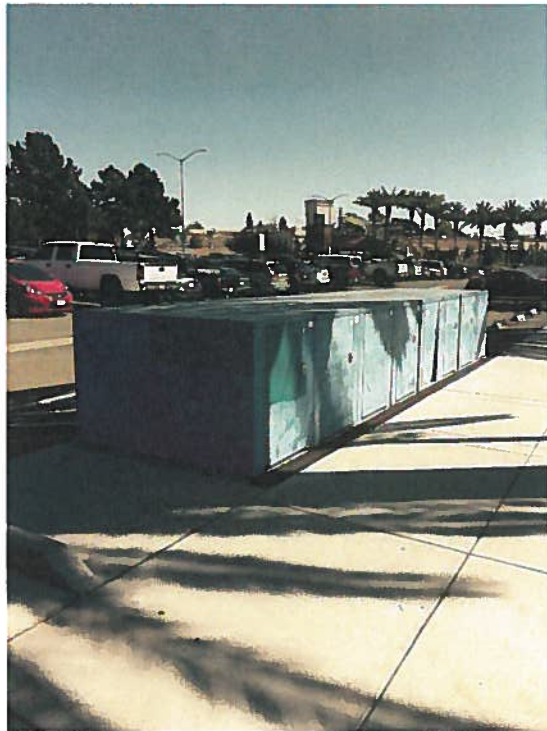
Utility Box #8



Utility Box #9



Exhibit A, Attachment 1  
Bike Locker Box #11



Utility Box #10



## EXHIBIT B

### RESOLUTION NO. 14-132 N.C.

#### A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE IMPLEMENTATION OF "A.B.C. ARTS, BEAUTIFICATION, COMMUNITY DEVELOPMENT" PROJECT

**WHEREAS**, upon the completion of the Participatory Budgeting election process, the results were presented to this Council on October 14, 2014, and eight projects were selected by the public, including the "A.B.C. Arts, Beautification, Community Development" project as described in the 'Description of voter Approved Project Proposal' attached to the staff report on that date, hereinafter, the "Project"; and

**WHEREAS**, Pursuant to Resolution No. 13-139 N.C. the Council adopted the Participatory Budgeting Rulebook determining that Participatory Budgeting Projects are eligible for funding if they meet the following criteria:

1. They benefit the public
2. Are a one-time expenditure that can be completed with funds from the Cycle 2 PB process
3. Are implemented by the City of Vallejo, or in collaboration with the Vallejo City Unified School District, the Greater Vallejo Recreation District, or any other Public Agency, non-profit organization, or religious institution that operates in Vallejo. Projects implemented by non-city public agency must also include financial or value in kind contributions; and

**WHEREAS**, cities gain cultural, social and economic value through public art; and

**WHEREAS**, public art enhances the built environment and invigorates public spaces;  
and

**WHEREAS**, Vallejo's existing public art honors the city's past and is a major attraction for new residents and visitors to Vallejo, and can be showcased using the latest technological tools, such as web-based applications; and

**WHEREAS**, the creation of public art provides opportunities to residents, business owners and other stakeholders to collaborate, strengthening neighborhood pride and identity and beautifying public spaces; and

**WHEREAS**, the City Council has received evidence and testimony on the Project.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Vallejo finds the foregoing recitals to be true and additional finds that implementing this Project will provide a public benefit based on the recitals above and offer quality of life, economic development and cultural benefits to the public as well as improve Vallejo's image.

**BE IT FURTHER RESOLVED** that the following conditions must be met prior to the disbursement of funds to each project proponent:

1. Site control and approval required. Project proponents must obtain site control and administrative site planning approval. For any utility boxes or stations, this includes approval by the Planning and Public Works Departments as well as the Beautification



Design Review Board where applicable, after input from project proponents and the owners of the utility boxes or stations.

2. The project proponent(s) must submit grant applications(s) with specific eligibility requirements which will be established by the City Manager in a form as approved by the City Attorney. The Grant application must include the following proof of eligibility:
  - a. A description of the proposed budget and the goods and services expected as a result. As listed in the Project Proposal Form, these may include:
    - i. Mural at 301 Georgia Street
    - ii. Mural at 629 Marin Street
    - iii. Art & Architecture walk
    - iv. Two neighborhood gateway projects
    - v. Twelve utility boxes or stations
  - b. A description of the specific benefits being provided to the public.
  - c. A description of the design process for goods or services, including opportunities for public participation.
  - d. A description of the structured program that will be used to evaluate and select contractors.
  - e. A plan for the long-term maintenance of all goods produced in relation with this project.
3. Grant agreement(s) in amounts consistent with Project Proposal Form and which incorporate(s) above principles need to be executed, in a form approved by the City Attorney. Each location can proceed individually to meet their requirements and obtain grant funds.
4. Private nonprofit project proponents need to show proof of eligibility, ability to contract and demonstrate ability to deliver services to the public among other requirements consistent with this resolution.
5. Pursuant to Cal.Gov. Code § 1090, funds disbursed through this project will not provide any personal or financial benefit to any person who participated in the development of this project during Cycle Two of Participatory Budgeting.
6. Disbursement of Grant Funds
  - a. Grant funds will be disbursed through a structured program. The program will include direct payment to local vendors for materials and to professional contractors for specific services.
  - b. Labor and materials will be required to be purchased at or completed by local vendors to the extent possible.
  - c. Project applicants will not receive City funds directly.

**FURTHER, BE IT RESOLVED** that subject to the findings and the conditions set forth in this resolution, the City Council hereby:

1. Authorizes the City Manager to establish the project and redistribute budgeted appropriations of \$96,000 to implement the Project to implement the Project, and authorizes the City Manager the administrative authority to execute any and all agreements, subject to review by the City Attorney, and to take any and all required actions to implement the Project, consistent with this Resolution, the Vallejo Municipal Code, the PB Rule book and any other applicable authority and additionally authorizes

him to amend the project so as to ultimately promote the goals of the Project as set forth in the 'Description of voter-approved Project Proposal'

2. Directs the City Manager to report to the City Council once the project is complete.

Adopted by the City Council of the City of Vallejo at a regular meeting held on November 4, 2014 by the following vote:

AYES: Mayor Davis, Vice Mayor Sampayan, Councilmembers Dew-Costa, Malgapo, McConnell, Miessner, and Verder-Aliga  
NOES: None  
ABSTAIN: None  
ABSENT: None

  
\_\_\_\_\_  
OSBY DAVIS, MAYOR

ATTEST:

  
\_\_\_\_\_  
DAWN G. ABRAHAMSON, CITY CLERK



## **Participatory Budgeting Program REQUEST FOR PAYMENT FORM**

1. GRANTEE NAME and ADDRESS

2. PB PROJECT NAME

3. NUMBER AND PERIOD OF PURCHASE ACTIVITY

a) #: \_\_\_\_\_

b) From \_\_\_\_\_, 201\_\_ to \_\_\_\_\_, 201\_\_

4. AMOUNT OF PAYMENT REQUEST AND GRANT FUNDS BALANCE

a) Type of Payment Requested: \_\_\_ Invoice from Vendor \_\_\_ Reimbursement \_\_\_ Final

b) Grant Project Amount:

c) Funds Received to Date:

d) Available prior to this request (b. minus c.):

e) Amount of this request:

f) Remaining Funds after this Payment (d. minus e.):

5. PROJECT COSTS INCLUDED IN THIS REQUEST

a) Detail project costs in an itemized fashion. A "Budget Worksheet" is attached to use for this section. If an advance is being requested, please include a quote or bid from a vendor that the City can use to generate purchase order in addition to or in lieu of the Budget Worksheet. If a reimbursement is being requested, please include all invoices or receipts.

b) When possible, the City requests that items are purchased from vendors located in Vallejo. Please list any items purchased outside of Vallejo and a brief explanation of why it was difficult to purchase locally.

NOTE: Requests for payment can include materials purchased or ordered after July 23, 2013.



6. APPLICANT SIGNATURE

I hereby declare under the penalty of perjury that the goods or materials covered by this report have been performed in accordance with the project specifications, are complete and accurate, and are eligible under the agreement.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

|  |                                |
|--|--------------------------------|
| <b>**OFFICIAL USE ONLY**</b>   |                                |
| Approved for Payment: <input type="checkbox"/> Yes <input type="checkbox"/> No | Charge to G/L Account #: _____ |
| Signature: _____   | Date: _____                    |



**Participatory Budgeting Vallejo**  
555 Santa Clara Street • Vallejo, California • 707.648-4041



---

## Participatory Budgeting Program CHANGE ORDER FORM

1. GRANTEE NAME and ADDRESS

2. PB PROJECT NAME:

3. CHANGE ORDER NUMBER:

4. REQUESTED CHANGE IN ACTION PLAN

a) Please describe and explain the need for changes or deviations from Exhibit A (Action Plan). If applicable, please explain how this change may affect the timeline for purchasing funds or completing activities with grant monies.

b) Provide details showing how the requested change modifies the list of materials to be purchased and/or activities undertaken. This may include a description of costs of new items or activities, altered items or activities or anticipated items or activities that will not be purchased or performed. (The attached "Budget Worksheet" is attached to use for this section. Only include items that do not appear in the Action Plan, or are changed.) Show how the change will not affect the total grant monies to be received from the City.



5. APPLICANT SIGNATURE

I hereby declare under the penalty of perjury that the goods or materials covered by this report have been performed in accordance with the project specifications, are complete and accurate, and are eligible under the agreement.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please sign on the last page of this document. After review from the City Manager or designee, you will be informed if approval has been granted to change or deviate from the Action Plan.



This Change Order modifies and amends the provisions of that certain Contract dated \_\_\_\_\_, by and between the City of Vallejo and \_\_\_\_\_ (Grantee Name).

REQUESTED BY:  
GRANTEE NAME:

\_\_\_\_\_

APPROVAL GRANTED:  
ACCEPTED BY:

By:

\_\_\_\_\_

\_\_\_\_\_  
Will Morat,  
Administrative Analyst I

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
Joanna Altman  
Administrative Analyst II



**Participatory Budgeting Vallejo**  
555 Santa Clara Street • Vallejo, California • 707.648-4041



---

## **Participatory Budgeting Program PROGRESS REPORT FORM**

1. GRANTEE NAME and ADDRESS

2. PB PROJECT NAME

3. PROGRESS REPORT NUMBER AND PROGRESS REPORT PERIOD

a) #: \_\_\_\_\_

b) From \_\_\_\_\_, 201\_\_ to \_\_\_\_\_, 201\_\_

4. PROGRESS UPDATE Describe percentage of materials purchased and activities undertaken as described in Exhibit A: Action Plan. If materials were not purchased or requested or activities were not undertaken as listed in Exhibit A during this progress report period, do not omit them; list them and give a brief explanation of the planned timeline for making purchases or completing activities. Attach additional page if necessary.

5. GRANT FUNDS BALANCE

- a) Grant Project Amount:
- b) Funds Received to Date:
- c) Available (a. minus b.):

6. ANTICIPATED OR PLANNED ACTIVITIES FOR NEXT PROGRESS REPORT PERIOD

- a) Describe the activities (and at which sites, when applicable) that are anticipated or planned.

b) If applicable, please describe and explain the need for changes or deviations from Exhibit A: Action Plan. Use the budget worksheet below to show changes or deviations in expenditures. (If changes or deviations are necessary, please sign on the last page of this document. After review from the City Manager or designee, you will be informed if approval has been granted to change or deviate from the Action Plan.)



5. PHOTOGRAPHS Please provide photographs of project progress in digital format. Note the date and location of the photograph and provide a brief description.

6. MEASURING THE IMPACT OF GRANT FUNDS Please describe, in numerical terms if possible, the impact of grant funds. Examples include how many residents visited the garden, took part in educational programming, or used materials purchased with grant funds; the number of volunteer hours; poundage (pounds of produce); etc.

7. APPLICANT SIGNATURE

I hereby declare under the penalty of perjury that the goods or materials covered by this report have been performed in accordance with the project specifications, are complete and accurate, and are eligible under the agreement.

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

This Change Order modifies and amends the provisions of that certain Contract dated \_\_\_\_\_, by and between the City of Vallejo and \_\_\_\_\_ (Grantee Name).

REQUESTED BY:  
GRANTEE NAME:

APPROVAL GRANTED:  
ACCEPTED BY:

\_\_\_\_\_

By:

\_\_\_\_\_  
Will Morat,  
Administrative Analyst I

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
Joanna Altman  
Administrative Analyst II

## **EXHIBIT F: PROJECT SCOPE**

This document outlines how Vallejo Community Arts Foundation (VCAF) will use City of Vallejo Measure B funds allocated through Participatory Budgeting (PB) to achieve the goals of the *Arts, Beautification, Community Development (ABC)* Project approved during the second cycle of PB in 2014.

It contains the following sections:

1. Goals
2. Deliverables – Project Activities
3. Designated Locations
4. Schedule
5. Budget

### **1. Goals**

The beautification of Vallejo public spaces and streets included in this project through creating public art will improve the quality of life, enhance Vallejo's image, promote economic development, and provide cultural benefits for Vallejoans by:

- Honoring the city's past
- Attracting new residents, businesses, and visitors to Vallejo
- Showcasing art and architecture through technology
- Providing opportunities to residents, businesses and stakeholders to collaborate
- Strengthening neighborhood pride and identity

### **2. Deliverables – Project Activities**

VCAF will coordinate and manage the project at Designated Locations (see #3 below) that will result in the following:

#### **Art and Architecture Walk Mobile Tour**

- 24 unique locations throughout Vallejo's Art & Entertainment District each with the following:
  - Original video (30-120 seconds) specifically addressing the history, heritage, creation or importance of a unique piece of public art or architecturally significant building within Vallejo's Art & Entertainment District
  - Uniform plaque/sign, when possible, or similar format, logo, font and material installed at each location of significant art and/or architecture with a QR code (provided by the City) that allows visitors to link to original video on website via mobile phone
  - Incorporation of video and background information on individual art and/or architecture location within a webpage with a unique URL, accompanied by a visual representation
  - Location identified on a printable map downloadable from the website
  - Accompanying written permissions, approvals, and/or permits from public agency(ies) or other appropriate City commissions, agencies or departments as established in the City Charter, municipal code, or other City authority, and/or from

property owner in the event a piece of art and/or architecture is on private property but still viewable by the public

The Art and Architecture Walk mobile tour will allow residents and visitors to walk through the Art and Entertainment District to view public art and historic and/or significant architecture in Vallejo. The signs/plaques will allow participants to easily click through their mobile phones using QR codes or similar technology to view short videos that explain the art/architecture, summarize the significance, and/or document the creation. All signs/plaques must be uniform in appearance and material, easily connecting each of the 24 locations into a larger exhibit, and may be free-standing or affixed to existing structures, depending on permissions, property owner approval, or physical limitations. Videos will be hosted by VCAF on a website, with a unique design for the specific page developed for this project that includes a visual representation for each location and printable map of all 24 locations.

Prior to deployment, web design must be approved by the City. The web based information may be linked to other non-City websites contingent upon identification of the location and funding source for the project (as identified within this signed Grant Agreement in Part C – Acknowledgement of Funding Source). City retains rights to maintain a link and have co-authorship/administration of website.

VCAF is solely responsible for organizing an open, public and transparent competitive process to select the videographer(s) and website developer, as evidenced by three informal bids to provide services for both videography and website development. VCAF is responsible for obtaining and documenting any required approval for placement of signs, plaques, or other physical structures on public property, public rights-of-way, or private property listed in the Historic Resources Inventory or falls within a Heritage District, from the City of Vallejo Public Works department, the Beautification Design and Review Board, or other appropriate City commissions, agencies or departments as established in the City Charter, municipal code, or other City authority. In the event a location is on or within private property, VCAF is also responsible for obtaining written permission from property owners to include the art/architecture in the Mobile Tour and to install a sign/plaque.

Upon completion, the City of Vallejo retains rights of ownership to all signs, plaques, or other structures permanently affixed on public land as a part of the Art and Architecture Walk, and retains perpetual right of free use for any videos produced as a part of this project with acknowledgement of original videographer/artist. The City of Vallejo reserves the right to alter, remove or replace signs, plaques and/or any permanently affixed structures on public land. VCAF may use reproductions, photos, or other representations of the artwork for promotional material contingent upon identifying the location and funding source for the project (as identified within this signed Grant Agreement in Part C – Acknowledgement of Funding Source).

### **3. Designated Locations**

VCAF assumes responsibility to coordinate an open, transparent process that designates which 24 pieces of art and/or architecture will be highlighted in the mobile tour. Prior to installation of plaques/signs, VCAF will provide specific location(s) to the City Manager's Office for final approval in the form of a map with a photo of the 24 locations, including all authorization(s) (as specified in #2).



**4. Schedule**

Successful completion of Deliverables – Project Activities as described in 2(A) and 2(B) shall occur on or before August 31, 2015. Monthly progress reports shall update the City on activities in progress or completed, and invoices and/or receipts may be submitted upon completion of each of the 24 key deliverables designated in Budget (#5) below, in accordance with this signed Grant Agreement as identified in Part E – Payment Process and Documentation.

**5. Budget**

The budget is based on estimates provided by VCAF. The City of Vallejo will not issue payment for more than the cost per unit listed below on any completed deliverable.

| <b>Art &amp; Architecture Walk Mobile Tour</b>   |              |                      |                         |
|--|--------------|----------------------|-------------------------|
| <b>Deliverable</b>   | <b>Units</b> | <b>Cost per Unit</b> | <b>Total Allocation</b> |
| <p><b>Individual, unique public art and/or architecturally significant building</b></p> <ul style="list-style-type: none"> <li>• Original video (30-120 seconds) specifically addressing the history, heritage, creation or importance of a unique piece of public art or architecturally significant building within Vallejo's Art &amp; Entertainment District</li> <li>• Uniform plaque/sign, when possible, or similar format, logo, font and material installed at each location of significant art and/or architecture with a QR code that allows visitors to link to original video on website via mobile phone</li> <li>• Incorporation of video and background information on individual art and/or architecture location within a webpage with a unique URL, and accompanied by a visual representation</li> <li>• Location identified on a printable map downloadable from the website</li> <li>• Accompanying written permissions, approvals, and/or permits from public agency(ies) or other appropriate City commissions, agencies or departments as established in the City Charter, municipal code, or other City authority, or from property owner in the event a piece of art and/or architecture is on private property but still viewable by the public</li> </ul> | 24           | \$630.00             | <b>\$15,120.00</b>      |



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CL

DATE (MM/DD/YYYY)

04/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |   |               |
|--|---|---|---------------|
| <b>PRODUCER</b><br>Vallejo Insurance Associates<br>P. O. Box 4446<br>Vallejo, CA 94590<br>TOM ATWOOD |   | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: <b>V-COMM3</b> |               |
| <b>INSURED</b><br>Vallejo Community Arts Foundation<br>P O Box 1767<br>Vallejo, CA 94590             | <b>INSURER(S) AFFORDING COVERAGE</b>          |   | <b>NAIC #</b> |
|  | <b>INSURER A: Travelers Property/Casualty</b> |   | <b>19070</b>  |
|  | <b>INSURER B:</b>                             |   |               |
|  | <b>INSURER C:</b>                             |   |               |
|  | <b>INSURER D:</b>                             |   |               |
|  | <b>INSURER E:</b>                             |   |               |

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |              |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   | X         |          | X-660-820X6402   | 01/03/2015              | 01/03/2016              | EACH OCCURRENCE   | \$ 2,000,000 |
|          | <input type="checkbox"/> Liquor Liability  |           |          |                  |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000   |              |
| A        | <input checked="" type="checkbox"/> Liquor Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC                                       |           |          | X-660-820X6402   | 01/03/2015              | 01/03/2016              | PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000  |              |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |           |          |                  |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (PER ACCIDENT) \$<br>\$<br>\$ |              |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DEDUCTIBLE<br>RETENTION \$                            | X         |          | XSM-CUP-9454W878 | 01/03/2015              | 01/03/2016              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$<br>\$  |              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                       |           | N/A      |                  |                         |                         | WC STATUTORY LIMITS   OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                    |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Vallejo, its agents, officers and employees are named as Additional Insured with regard to Participatory Budget Grant Agreement, Cycle 2 - Arts, Beautification, Community Development are automatically covered by endorsement GN0188-0196 on the policy

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| <b>CITY OF</b><br><br>City of Vallejo<br>555 Santa Clara Street<br>Vallejo, CA 94590 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>TOM ATWOOD <i>Tom Atwood</i> |
|--|---|

© 1988-2009 ACORD CORPORATION. All rights reserved.