

PB C6 Project Spay/Neuter Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 6th day of August, 2015, by and between the City of Vallejo, a municipal corporation ("CITY"), and the Humane Society of the North Bay, a tax-exempt non-profit organization ("GRANTEE"), who agree as follows:

A. Project Description

Attached hereto in Exhibit A is a description of activities and a price structure for the disbursement of funds, constituting the "Project." Herein, Exhibit A is referred to as 'Project Scope'.

Also attached hereto as Exhibit B is Resolution No. 13-149 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 \$25,000.00, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits A and B 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.

2. The GRANTEE shall complete the Project by November 30, 2015. The GRANTEE shall begin the Project by August 2015 and demonstrate ongoing, steady progress towards completion of the Project by November 30, 2015.

3. 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, building codes, environmental laws (including but not limited to the California Environmental Quality Act), health and safety codes, and disabled access laws.

4. The GRANTEE shall require a liability waiver and release of claims from any person in advance of a scheduled procedure.

5. 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.

The GRANTEE requests for changes or deviations to the Project Scope shall be presented through Section 6 of the Progress Reports (Exhibit E) required for submittal by the dates identified in F.1 or through a Change Order Form (Exhibit F). 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.

6. 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.
5. 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 D. This form must be accompanied by the attachments outlined in the Project Scope.
2. Payment requests shall be submitted monthly on the 5th day of the month. If the 5th of the month falls on a weekend or holiday, the request is due the next business day.
3. 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.
4. 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.

5. 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 written progress reports with photographs quarterly, and upon final payment, 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 E.

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. The 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, the 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 thirty (30) 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 project completion date stated in B.2, the GRANTEE shall take all reasonable measures to prevent further costs to the CITY hereunder. Upon receipt of a notice of termination, the GRANTEE and its subcontractors shall perform no further work except as specified in the notice. The CITY shall pay the GRANTEE and subcontractors for services performed in accordance with this Agreement before the date of termination. The CITY shall not be liable for any fees or costs associated for the termination or abandonment except for the reimbursement of authorized expenses, payable pursuant to this section and the Project Scope.

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, the 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 officers, agents and employees are included as additional insured on all policies except Workers' Compensation), 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, the 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 the GRANTEE and the 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: Stephanie Gomes
 Board President
 Human Society of the North Bay
 1121 Sonoma Blvd.
 Vallejo, CA 94590
 707-853-2801
 Stephanie707@gmail.com

S. List of Exhibits

Exhibit A - Project Scope
Exhibit B - Resolution No. 13-149 N.C.
Exhibit C - Coupons
Exhibit D - Request for Payment Form
Exhibit E - Progress Report Form
Exhibit F - Change Order Form

T. Entire Agreement

This Agreement, and the attached exhibits, 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.

(signatures on next page)


HUMAN SOCIETY OF THE NORTH BAY,
a tax exempt organization

By: 
STEPHANIE GOMES
BOARD PRESIDENT

DATE: 8/6/15

(City Seal)

CITY OF VALLEJO,
a municipal corporation

By: 
Daniel E. Keen
City Manager

DATE: 8-17-15

ATTEST:

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 Humane Society of the North Bay

This document outlines the Project Activities the Humane Society of the North Bay (Grantee) will perform to achieve the goals of the Spay-Neuter Project (Project) approved during the first cycle of Participatory Budgeting in 2013. In performing these activities, Grantee will coordinate the receipt of Participatory Budgeting (PB) project funds to subcontractors providing reduced and no cost spay/neuter procedures for Vallejo residents and animal rescue organizations. This document also provides important Project Details that will govern the implementation of the Project, including Proof of Residency, Payment Method, Price Structure and General Implementation Schedule.

Project Activities:

Grantee will perform the following activities:

- A. Conduct pre-procedure registration for pets of Vallejo residents and Vallejo animal rescue organizations seeking spay/neuter procedures.¹ This will include but is not limited to:
 1. Residency verification of the pet owner. See "Proof of Residency" below for information about verifying residency. For animal rescue organizations, verify that they operate in Vallejo and are serving pets permanently housed in Vallejo.
 2. Collect a deposit for each animal and record receipt of deposit on coupon.² See "Price Structure" below for more information about the amount of the deposit.
 3. After receipt of the deposit, provide the resident or animal rescue organization with one coupon per pet. Assign a veterinary clinic and ensure the coupon is filled out in its entirety. See Exhibit C for the coupon. The coupon will be a 4-part carbon copy form, producing three copies of the original. Provide the original coupon with 2 attached copies (yellow & pink) to the resident.³
 4. Provide the pre-procedure instructions from the assigned veterinary clinic to the pet owner, and go through each of the "conditions" asking the resident/organization to initial each condition.
 5. Place deposits in a bank account opened for this purpose and retained for the duration of the Project.
- B. Coordinate with subcontractors⁴ who will provide spay/neuter procedures. This will

¹ Pre-procedure registration will primarily take place but not exclusively at the Human Society of the North Bay.

Grantee may also conduct registration at animal rescue organizations, social services agencies or other community gathering places, such as the Farmer's Market or faith gatherings.

² Each resident may receive a maximum of two coupons (for two different pets) during the duration of the Project, regardless of whether those coupons are used for any reason. Each rescue organization shall be able to register pets for up to 20 procedures per month, regardless of whether those coupons are used for any reason.

³ The resident/organization will be given the original coupon (white) plus the first 2 attached copies (yellow & pink). Grantee shall retain the goldenrod copy for its records. The City will provide the coupons to Grantee.

⁴ "Subcontractors," as described in the grant agreement, shall be veterinary clinics operating in the City of Vallejo.

Exhibit A: Scope of Work

include but is not limited to:

1. Identify subcontractors that are willing to perform the procedures for the compensation described below in "Price Structure."
 2. Ensure the insurance certificates of each subcontractor are submitted to the City in a timely manner, per the agreement.
 3. Ensure that pre-procedure instructions are received from each subcontractor and provided to the resident or rescue organization at the time of registration.
 4. Provide subcontractors with a summary of the coupons issued (i.e. registrations completed) on a weekly basis. The summary can be recorded in a spreadsheet and transmitted, along with copies of coupons, by email or facsimile.
 5. Ensure that subcontractors retain a fully-complete yellow copy of each coupon, detailing the date of procedure, type of procedure performed, type of pet, and any comments or notes, including whether coupons were voided during the most recent month.
 6. Transmit the total amount of pre-procedure deposits collected via check to subcontractors on the 1st of every month.
 7. Receive bi-monthly reports from subcontractors about completed spay/neuter procedures on the 1st of every month.
- C. Conduct outreach in the community to raise awareness of the Project and reach a broad cross-section of the Vallejo community.⁵ This will include but is not limited to:
1. Promote the Project at Humane Society of the North Bay and other animal service and rescue organizations as well as through these groups' online communications (newsletters, social media, etc.).
 2. Promote the Project at community events and with community groups and nonprofit organizations, such as Vallejo Together, sports leagues, social services providers (i.e., Christian Help Center and Global Center for Success) and within the faith community.
 3. Providing information to Participatory Budgeting staff to include in City communications.
- D. Manage invoicing to ensure that the City receives invoices from each subcontractor in a timely manner. This will include:

⁵ This outreach must be as broad and encompassing as possible. Grantee shall not seek to limit outreach or registration to any Vallejo residents or relevant groups operating within the City or associated with the City to be included. Grantee shall be prepared to report their outreach activities in the quarterly progress reports they will submit to the City.

Exhibit A: Scope of Work

1. Submit the Request for Payment Form on the 5th of every month⁶, detailing all information listed in the Invoicing & Tracking Microsoft Excel spreadsheet for activity in the previous month, including the following as attachments:
 - i. Attachment A: A fully-complete Invoicing & Tracking Microsoft Excel spreadsheet (submitted electronically). Include any signed oaths associated with active coupons, if applicable.
 - ii. Attachment B: Original, fully-complete original (white) coupon with a printed invoice/receipt for the associated procedure attached to the white coupon, for each procedure that is being billed to the City.
 - iii. Attachment C: Copies of checks or deposit transaction summaries identifying any deposits transmitted to subcontractors on the 1st of the month.
 - iv. Attachment D: City copy (goldenrod) of all coupons issued by Grantee to residents or organizations for the previous month.
2. Plan appropriately with subcontractors in an attempt to exhaust grant funds⁷ by the Project Completion Date of November 30, 2015.
3. Use quarterly Progress Reports to keep the City aware of past and planned partnerships with subcontractors and past and anticipated outreach.

Project Details:

These project details apply uniformly across all of Grantee’s activities, all subcontractors and all spay/neuter procedures performed under this agreement.

Proof of Residency:

Each resident pursuing a procedure for a pet will need to provide documentation to verify their residency. To receive a coupon for a low cost spay or neuter, residents and Vallejo animal rescue organizations must present one from each column:

Column A – Types of Photo ID	Column B – Current Documentation with Home Address
Driver’s License or other state ID	Lease/Mortgage Statement
Passport (US or Foreign)	Voter Registration
Permanent Resident Card (Green Card)	Title of any property (automobile, home, etc.)
Military ID or Military Dependent ID	Bank or credit card statement
Employee ID	Loan document
Student ID	Medicare or other health insurance document
Consular ID or ID issued by a foreign	Official tax forms (W-2, tax return, refund,

⁶ When the 5th of the month falls on a weekend or holiday, the invoice is due the next business day.

⁷ “All grants funds” references the grant amount identified within this agreement, not the total amount allocated for the Project .

Exhibit A: Scope of Work

government	etc.)
	Car insurance
	Vehicle registration
	Utility bill (telephone, electricity, gas, cable, etc.)
	Pay Stub
	Social Security benefits statement or check

Note: A Driver’s License or other State ID with a Vallejo address will be accepted without an item from Column B. As a last resort, a signed oath that the individual resides in Vallejo will be accepted.⁸ Residents living in unincorporated Vallejo are eligible so long as they show adequate documentation from Column A and/or Column B.

Payment Method:

The City will pay subcontractors directly for the procedures they provide to residents and animal rescue organizations. Grantee will coordinate the delivery of invoices from subcontractors to the City on a monthly basis by submitting the invoices as Attachment D with the Request for Payment form.⁹ Grantee will receive no compensation for spay/neuter procedures from pre-procedure deposits or from the City’s contributions.

Subcontractors will be responsible for recording the actual number of spay/neuter procedures performed by identifying the date the procedure was performed, the type of procedure performed, the type of pet (using the 4 types listed on coupons), any comments/notes or voiding of coupons, and a printed invoice/receipt for each procedure performed attached/stapled to the associated coupon. Subcontractor invoices shall name the City in the “Payee” or “Bill to” field.¹⁰

The City shall not be obligated to pay when a resident or organization who obtains a coupon does not bring the pet in for the procedure at the appointed time. If a resident does not provide 24-hours notice to cancel/postpone an appointment already scheduled, the coupon is void and any deposit is non-refundable. In addition, the coupon shall be invalidated when a resident or organization does not schedule a procedure within 7 days from the date the coupon is issued or if the procedure for which the coupon is issued does not occur within 45 days from the date the coupon is issued. In cases of invalidated coupons, the City shall not be obligated to pay. However, Grantee will transmit the pre-procedure deposit to the assigned veterinary clinic regardless of whether the procedure was performed, and the deposit is non-refundable. The City shall pay the estimated cost of a procedure scheduled in the event that a pet is euthanized by the veterinary clinic for reasons agreed to by the resident/organization.

Price Structure:

A price structure has been developed to account for the variable costs of the procedures

⁸ A template of the signed oath will be provided by the City of Vallejo.

⁹ Only one Request for Payment form should be submitted monthly. Multiple invoices may be submitted with a single Request for Payment form.

¹⁰ The City will provide an invoice template for subcontractors.

Exhibit A: Scope of Work

based on the type of procedure and the weight of the pet (if a dog). A special pricing category has also been established for feral cats, who shall also receive additional veterinary services, as detailed below. In accordance with the project's original objective, separate pricing categories have been established for any Vallejo resident or animal rescue organization to receive reduced costs procedures and for select Vallejo residents who can demonstrate financial need to receive free procedures.

Procedure	Total Cost	Non-refundable Deposit Paid by Resident/Organization	Cost to the City
Low Cost Price Structure			
Dog under 25 lbs (spay or neuter)	\$145	\$45	\$100
Dog over 25 lbs (spay or neuter)	\$175	\$45	\$130
Cat Neuter	\$80	\$30	\$50
Cat Spay	\$90	\$30	\$60
Feral Cats (spay or neuter)^	\$100	\$20	\$80
No Cost Price Structure*			
Dog under 25 lbs (spay or neuter)	\$145	\$0	\$145
Dog over 25 lbs (spay or neuter)	\$175	\$0	\$175
Cat Neuter	\$80	\$0	\$80
Cat Spay	\$90	\$0	\$90

^Feral cats will also receive ear clipping, a rabies shot and FIV testing.

*In order to be eligible for a low cost procedure, residents must demonstrate financial need by showing proof of enrollment in and/or receipt of social service or general assistance programs, including but not limited to: Section 8 or other housing subsidy, SNAP, WIC, PG&E CARE Program, Social Security Disability Insurance, Supplemental Security Income, unemployment insurance and general assistance benefits. As a last resort, a signed oath that the individual does not have the means to provide the deposit will be accepted.¹¹

General Implementation Schedule:

Each month on the:	Grantee is responsible for:
1st	<ul style="list-style-type: none"> - Receiving reports from subcontractors about completed spay neuter procedures for the previous month - Transmitting the total amount of pre-procedure deposits collected via check to subcontractors for the previous month.

¹¹ A template of the signed oath will be provided by the City of Vallejo.

Exhibit A: Scope of Work

	<ul style="list-style-type: none"> - Receiving original (white) copies of coupons attached to associated invoices/coupons from subcontractors for all procedures performed during the previous month.
5th	<ul style="list-style-type: none"> - Submitting a Request for Payment form to the City of Vallejo, including the four attachments described above.
On a weekly basis:	<p>Grantee is responsible for:</p> <ul style="list-style-type: none"> - Providing subcontractors with a summary of the coupons issued during the previous week - Providing subcontractors with carbon copies of the coupons that name them as the “assigned veterinary clinic” issued during the previous week

EXHIBIT B

RESOLUTION NO. 13-149 N.C.

AMENDING THE FISCAL YEAR 2013-2014 CIP BUDGET, AUTHORIZING THE IMPLEMENTATION OF (PB C6 PROJECT) THE SPAY-NEUTER PROJECT

WHEREAS, Pursuant to Resolution No. 12-064 N.C. the City Council of the City of Vallejo declared its intent to establish a Participatory Budgeting process with the allocation of 30% of the 1% sales tax monies, Measure B funds, collected over a 15 month period from April 1, 2012 through June 30, 2013; and

WHEREAS, upon the completion of the Participatory Budgeting election process, the results were presented to this Council on May 28, 2013, and twelve projects were selected by the public, including 'the Spay Neuter 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. 12-138 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 FY 2012-2013 budget
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. Projects implemented by non-profit organizations or religious institutions must also meet the eligibility guidelines used by the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program; and

WHEREAS, local government leaders are in a unique position to address the problems created by the unwanted animal population and the cost of animal control services in Vallejo; and

WHEREAS, the City of Vallejo spends over \$1 million annually on animal control and sheltering services; and

WHEREAS, a low and no cost spay and neuter service in Vallejo will help reduce Vallejo's overall pet population, thus reducing Vallejo's costs for animal control services; and

WHEREAS, on August 27, 2013 City Council approved a Resolution of Intention to amend the Fiscal Year 2013-2014 budget.

WHEREAS, the 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 additionally finds that implementing this Project will provide a public benefit based on the recitals above,.

BE IT FURTHER RESOLVED, that the following conditions must be met prior to the disbursement of funds:

1. The project proponent must submit a grant application with specific eligibility requirements which will be established by the City Manager in a form as approved by the City Attorney. The grant application will describe how many spay/neuter procedures are planned for the fiscal year, how many will be performed for a reduced price (and what that cost is to the public), as well as how many free procedures are planned. The Grant Agreement, in a form to be approved by the City Attorney, will detail the number and cost of the procedures. The project proponent will be reimbursed on a per-procedure basis upon submission of evidence that a spay/neuter procedure has been performed for a Vallejo resident.
2. Pursuant to Cal.Gov. Code § 1090, no person who participated in any capacity (whether as a delegate, proponent or advisor) during the Participatory Budgeting Process for this Project may personally benefit by receipt of any funds contained in any grant agreement for this Project authorized by this resolution
3. Project proponent will need to show proof of eligibility, ability to contract and demonstrated ability to deliver services to the public among other requirements consistent with this resolution.

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

1. Amends the Fiscal Year 2013-2014 General Fund and Capital Improvement Program (CIP) Budgets, redistributing \$165,000 from Project Number PB-000 in the CIP Budget to the City's General Fund to implement the Project, and authorizes the City Manager the administrative authority to determine eligibility, disburse funds, 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 the City Manager 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 all funds have been expended and the project is complete.

Adopted by the City Council of the City of Vallejo at a regular meeting held on September 10, 2013 by the following vote:

AYES: Mayor Davis, Vice Mayor Gomes, and Councilmembers Brown,
Malgapo, McConnell, Sampayan, and Sunga
NOES: None
ABSTAIN: None
ABSENT: None



OSBY DAVIS, MAYOR

ATTEST:



DAWN G. ABRAHAMSON, CITY CLERK



Participatory Budgeting Vallejo



Coupon #: _____
Date: _____
EXHIBIT C

SPAY/NEUTER COUPON FOR VALLEJO RESIDENTS

Resident Name: _____ Phone No: _____

Type of Pet: [] Cat [] Feral Cat or [] Dog under 25 lbs. [] Dog over 25 lbs. Age of Pet: _____

Type of Procedure: [] Spay [] Neuter Breed: _____ Pet Name: _____

To be completed by Humane Society:
Assigned veterinary clinic: _____
at _____ (address)
Please call _____ (phone number) to schedule your pet's procedure before _____ (7 days from today's date)
The deposit was received in the amount of : _____ [] Check box if resident demonstrates financial need.
Humane Society of the North Bay attests that this resident provided adequate proof of residency and provided a deposit for the procedure (unless the resident was eligible for a free procedure, noted by checking the box above).
(signature) _____ (name) _____

CONDITIONS

Please read and initial beside the following statements.

- I understand that my deposit is non-refundable, even if the procedure is not performed for any reason.
I understand that the veterinarian reserves the right to refuse to perform the procedure, if s/he has a medical concern for my pet's well-being.
A feral cat (as identified on this coupon) that tests positive at the clinic for F.I.V. or FeLV will be euthanized.
I understand that this coupon may be void and the deposit forfeited if I do not schedule the procedure within 7 days of receiving this coupon or if the procedure is not performed within 45 days of receiving this coupon.
I understand that if I do not appear for a scheduled appointment and do not provide at least 24-hours notice to the clinic, the coupon will be invalidated and the deposit forfeited. A new coupon will not be reissued.
I verify that I have received the instructions for the clinic that will be performing the procedure. I understand that I will need to sign a waiver at my assigned veterinary clinic on the day of the procedure. I also certify that the City of Vallejo is not responsible for the performance of the veterinary clinic or any ill outcome.

I attest that I have read the conditions, will schedule the procedure as required, and will ensure my pet is prepared.

(signature) _____ (name) _____ (date) _____

FOR VETERINARIAN CLINIC USE ONLY
NOTE: Attach copy of procedure invoice to coupon
Date Procedure Performed: _____ Type of Procedure Performed: _____
Type of Pet: _____ Comments/Notes: _____

About the Spay-Neuter Participatory Budgeting Project:

In May 2013, Vallejo residents selected 12 projects to receive Measure B funds through Participatory Budgeting, including this project to provide low and no cost spay/neuter procedures for pets owned by Vallejo households. For a nominal deposit you paid to receive this coupon, the City will pay the balance of the cost for the procedure. This project will continue to provide low and no cost procedures until project funds are expended. Please visit pbvallejo.org or call 707-648-4577 for more information and to get involved!

White - City Copy

Yellow - Clinic Copy

Pink - Resident Copy

Goldenrod - Humane Society Copy



Participatory Budgeting Vallejo



Coupon #: _____
Date: _____

SPAY/NEUTER COUPON FOR VALLEJO ORGANIZATIONS

Organization Name: _____ Phone No: _____

Type of Pet: Cat Feral Cat or Dog under 25 lbs. Dog over 25 lbs. Age of Pet: _____

Type of Procedure: Spay Neuter Breed: _____ Pet Name: _____

To be completed by Humane Society:

Assigned veterinary clinic: _____
 at _____
(address)

Please call _____ to schedule your pet's procedure before _____
(phone number) (7 days from today's date)

The deposit was received in the amount of : _____

Humane Society of North Bay attests that this organization operates in Vallejo and paid the required deposit.

(signature) _____
(name)

CONDITIONS

Please read and initial beside the following statements.

- _____ I understand that my deposit is **non-refundable**, even if the procedure is not performed for any reason.
 - _____ I understand that the veterinarian reserves the right to refuse to perform the procedure, if s/he has a medical concern for my pet's well-being.
 - _____ A **feral** cat (as identified on this coupon) that tests positive at the clinic for F.I.V. or FeLV will be euthanized.
 - _____ I understand that this coupon may be void and the **deposit forfeited** if I do not schedule the procedure within 7 days of receiving this coupon or if the procedure is not performed within 45 days of receiving this coupon.
 - _____ I understand that if I do not appear for a scheduled appointment and do not provide at least 24-hours notice to the clinic, the coupon will be invalidated and the **deposit forfeited**. A new coupon will **not** be reissued.
 - _____ I understand that I will need to sign a waiver at my assigned veterinary clinic on the day of the procedure. I also certify that the City of Vallejo is not responsible for the performance of the veterinary clinic or any ill outcome.
- I attest that I have read the conditions, will schedule the procedure as required, and will ensure my pet is prepared.

(signature) _____
(name) _____
(date)

FOR VETERINARIAN CLINIC USE ONLY	<i>NOTE: Attach copy of invoice to coupon</i>
Date Procedure Performed: _____	Type of Procedure Performed: _____
Type of Pet: _____	Comments/Notes: _____

About the Spay-Neuter Participatory Budgeting Project:
 In May 2013, Vallejo residents selected 12 projects to receive Measure B funds through Participatory Budgeting, including this project to provide low and no cost spay/neuter procedures for pets owned by Vallejo households. For a nominal deposit you paid to receive this coupon, the City will pay the balance of the cost for the procedure. This project will continue to provide low and no cost procedures until project funds are expended. Please visit pbvallejo.org or call 707-648-4577 for more information and to get involved!



Participatory Budgeting Vallejo

555 Santa Clara Street • Vallejo, California • 707.648-4109



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.

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 _____

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



Participatory Budgeting Vallejo

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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



Participatory Budgeting Vallejo

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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