

**SECOND AMENDMENT TO  
AGREEMENT BETWEEN  
CITY OF VALLEJO  
AND  
VALLEJO POLICE ACTIVITIES LEAGUE (PAL)**

This Second Amendment to the Principal Agreement made and entered into on June November 18, 2015, hereafter referred to as Agreement, between the Police Activities League (PAL), a tax-exempt non-profit corporation, therein referred to as Grantee, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this 27<sup>th</sup> day of June, 2016.

Consultant and City do mutually agree as follows:

**1. Amendment to Section B.1:** Section B.1 of the Agreement shall be modified to read:

B.1. The CITY hereby grants to the GRANTEE an amount not to exceed \$278,143, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits A, B, and H 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. Revised Term of the Agreement.** As of the date of this Second Amendment, the term of the Agreement is extended to and shall expire on July 15, 2016.

**3. New Exhibit.** A new Exhibit H, entitled, "Updated Line Item Budget," is hereby added to the Agreement to read as shown in Exhibit H of this Second Amendment.

**4. Integration.** This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

**5. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, and any prior amendment, if any, the provisions of this Second Amendment shall control in all respects.

**6. Ambiguities.** The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

7. **Counterparts.** This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.


8. **Authority.** The person signing this Second Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Consultant.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

**POLICE ACTIVITIES LEAGUE (PAL),**

A non-profit corporation

BY:   
Mike Kollar  
Executive Director

DATE: 07/27/16

**CITY OF VALLEJO,**

a municipal corporation

BY:   
Daniel E. Keen  
City Manager

DATE: 7-12-16

ATTEST:   
Dawn G. Abrahamson  
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

  
Will Morat  
Administrative Analyst II

APPROVED AS TO FORM AND  
INSURANCE

  
Donna Mooney  
Chief Assistant City Attorney

**EXHIBIT H - UPDATED LINE ITEM BUDGET**

	Estimated Cost	PAL-sourced Funding	PAID - PAL	City PB Funding	PAID - CITY	YTD Actual Cost
<b>Phase 1 - Design &amp; Permits</b>						
Design	\$ 12,300	\$ 12,300	\$ 12,147	\$ -	\$ -	\$ 12,147
Design - DSA (Romtec)	\$ 12,590	\$ 12,590	\$ 12,590	\$ -	\$ -	\$ 12,590
Sanitation & Flood Permit	\$ 350	\$ 350	\$ 350	\$ -	\$ -	\$ 350
Mobilization	\$ 8,455	\$ 8,455	\$ 8,218	\$ -	\$ -	\$ 8,218
Building Permits - DSA	\$ 3,240	\$ 3,240	\$ 3,240	\$ -	\$ -	\$ 3,240
PG&E Permit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 36,935	\$ 36,935	\$ 36,545	\$ -	\$ -	\$ 36,545
<b>Phase 2 - Site Prep &amp; Utilities</b>						
Demolition & Site Prep	\$ 3,420	\$ 3,420	\$ 3,420	\$ -	\$ -	\$ 3,420
Sewer Installation	\$ 16,750	\$ 16,655	\$ 16,655	\$ -	\$ -	\$ 16,655
Lift Station (Materials)	\$ 12,052	\$ 5,865	\$ 5,865	\$ 6,187	\$ 6,187	\$ 12,052
Water Installation	\$ 13,600	\$ -	\$ -	\$ 13,600	\$ 13,600	\$ 13,600
Electrical Installation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>	\$ 45,822	\$ 25,940	\$ 25,940	\$ 19,787	\$ 19,787	\$ 45,727
<b>Phase 3 - Romtec Turnkey Installation</b>						
Footing Excavation & Moisture Abatement	\$ 10,252	\$ -	\$ -	\$ 10,252	\$ 10,252	\$ 10,252
Building Materials Purchase	\$ 75,828	\$ -	\$ -	\$ 75,828	\$ 75,828	\$ 75,828
Beginning of site prep work	\$ 28,049	\$ -	\$ -	\$ 28,049	\$ 28,049	\$ 28,049
Footing, foundation & slabs	\$ 49,086	\$ -	\$ -	\$ 49,086	\$ 49,086	\$ 49,086
Walls, roof, windows & vents	\$ 49,086	\$ -	\$ -	\$ 49,086	\$ 49,086	\$ 49,086
DSA Inspection/Testing	\$ 18,412	\$ -	\$ -	\$ 18,412	\$ 18,412	\$ 18,412
Anti-graffiti coating	\$ 2,300	\$ 2,300	\$ -	\$ -	\$ -	\$ -
Final sign off	\$ 14,025	\$ -	\$ -	\$ 14,025	\$ 14,025	\$ 14,025
<i>Subtotal</i>	\$ 247,037	\$ 2,300	\$ -	\$ 244,737	\$ 244,738	\$ 244,738
<b>Phase 4 - Access</b>						
Walkway Installation	\$ 22,596	\$ 8,978	\$ 8,978	\$ 13,618	\$ 13,618	\$ 22,596
Site Access Improvements	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -	\$ -
Final Grading	\$ 3,500	\$ 3,500	\$ -	\$ -	\$ -	\$ -
Misc. Soft Costs	\$ 2,500	\$ 2,500	\$ 792	\$ -	\$ -	\$ 792
<i>Subtotal</i>	\$ 31,096	\$ 17,478	\$ 9,770	\$ 13,618	\$ 13,618	\$ 23,388
<b>TOTAL</b>	\$ 360,890	\$ 82,653	\$ 72,255	\$ 278,142	\$ 278,143	\$ 350,398
Contingency		\$ 95		\$ 1		\$ 10,493