

PB E5 Community Gardens & Nutrition Education Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 22nd day of April 2014, by and between the City of Vallejo, a municipal corporation ("CITY"), and St. Vinnie's Community Garden, a tax exempt nonprofit organization, ("GRANTEE"), who agree as follows:

A. Project Description

Attached hereto in Exhibit "A" is a plan for how monies will be spent, including an itemized list of materials to be purchased and activities to be undertaken with the grant monies. Herein, Exhibit "A" is referred to as 'Action Plan.'

Attached hereto as Exhibit "B" is Resolution No. 13-117 N.C. approving the Project and naming St. Vinnie's Community Garden as a project proponent, setting forth 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 "C" of this Agreement and pursuant to all other terms and conditions set forth herein.

Once the GRANTEE completed the Action Plan, the GRANTEE may request written approval from the CITY to expend any remaining Grant Funds on additional materials and activities. This shall be considered a change or deviation from the original Project Scope, per B.7. Approval may be granted at the CITY's discretion.

2. The GRANTEE shall complete the Project by August 31, 2014. The GRANTEE shall begin the Project by May 2014.

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

5. The GRANTEE shall obtain CITY's written approval of any change or deviation from the original Action Plan set forth in both Exhibits "A" and "B." Any modification to the Action Plan must also comply with all current laws and regulations and all other requirements of this Agreement and the Action Plan must be completed with available funding from the GRANTEE and funds provided under this Agreement.

The GRANTEE requests for changes or deviations to the Action Plan 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.

6. All actions and approvals, required to be taken by the CITY under this Agreement, may be taken 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.

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 C. This form must be accompanied by 1) an itemized list of all expenditures that clearly identify the expenditure(s) in relation to the Exhibit "A" of this Agreement, and 2) supporting documentation, such as receipts, invoices or purchase orders. 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 final purchase, receipt of the final progress report and final Request for Payment from the GRANTEE in form and content satisfactory to the CITY.

4. Final payment is contingent upon CITY 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.

F. Project Review, Inspection and Documentation

1. The GRANTEE shall submit written progress reports with photographs by June 30, 2014 and August 31, 2014 or upon final purchase, 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. Unless otherwise authorized by the CITY in writing, the GRANTEE shall submit all documentation of completion of the Action Plan, 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 Action Plan, 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 project completion date stated in B.2, 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 the GRANTEE fails to complete the Project or the Agreement is terminated pursuant to subsection 1, the GRANTEE shall be reimbursed for expenses up to project termination.

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. 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 include copies of all awards, applications, and required financial and narrative reports.

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 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. GRANTEE shall defend, indemnify, and save harmless 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, 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 GRANTEE, 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 GRANTEE, 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 GRANTEE;
- C. Alleged infringement of any patent rights which may be brought arising out of 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. GRANTEE's failure to fulfill any of the covenants set forth in the Agreement;
- F. Failure of GRANTEE to comply with the provisions of the Agreement relating to insurance; and,
- G. Any violation or infraction by 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.

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

2. 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.

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

1. Insurance Services Office form number GL 0002 (Ed. 1/73) 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 (Ed. 1/78) 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

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. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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 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
 - a. 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.

- b. 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.
- c. 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.
- d. 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

The GRANTEE shall provide written to the City at least 30 days prior to any suspension, cancelation or voiding of insurance.

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

The 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.

G. Subcontractors

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.

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 sixty (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 the CITY: Alea Gage
 Administrative Analyst I
 City of Vallejo
 555 Santa Clara Street
 Vallejo, CA 94590
 707 648 4041
 agage@ci.vallejo.ca.us

If to the GRANTEE: Kathy Beistel
Chair
St. Vinnie's Community Garden
930 Marin Street
Vallejo, CA 94590
707 803 2371

S. List of Exhibits

Exhibit A – Action Plan
Exhibit B - Resolution No. 13-117 N.C.
Exhibit C - Request for Payment Form
Exhibit D - Progress Report Form
Exhibit E - Change Order Form

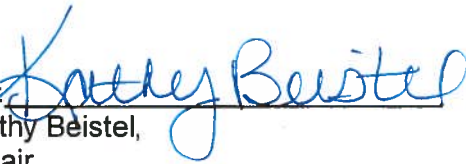
T. Entire Agreement

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.

(signatures on next page)

ST. VINNIE'S COMMUNITY GARDEN

CITY OF VALLEJO,
a municipal corporation

By: 
Kathy Beistel,
Chair

By: 
Daniel E. Keen
City Manager

DATE: 4/21/14


DATE: 4-22-14

ATTEST:

(City Seal)

By: 
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:


Daniel E. Keen
City Manager

APPROVED AS TO FORM:


Claudia Quintana
City Attorney



Exhibit A: Action Plan St Vinnie's Community Garden

Materials to be purchased

Although there many smaller items that are required for the garden our primary materials required:

- Irrigation materials
- Fencing **
- Veggie Boxes

* Already paid

** Partial payment made, vendor awaiting for PB funds for remaining monies

Projected Budget

Project Item	Projected Costs
Fencing	
Tri-City Fencing with installation (payment due to Tri-City)	\$8,712.00
Reimbursement to SVCG for fencing down payment	\$6,000.00
Irrigation	
PVC pipe & fittings, manifold, filters, timer	\$4,688.00
Veggie Boxes	
42, 4x8x1 Greenbed prefabs without the wooden tops, \$175 ea	\$7,350.00
13, 4x8x2 Greenbed prefabs without the wooden caps, \$250 ea	\$3,250.00
Total Projected Budget:	
	\$30,000.00

Activities

Most activities making use of materials purchased with PB funds will be performed by volunteers, such as building boxes, planting, site maintenance, etc.

Public Benefits made possible by PB Funds

In our plan/design we have designated 10-boxes to be specifically for growing food for the homeless/shelters. These boxes are going to be tended by local students (year 1 we already have 2 classes from Saint Vincent Ferrer signed up to manage the boxes). Food rescue will harvest the food grown and deliver it to the local resources.

One Saturday a month (which still TBD) we will hold classes at the garden on various topics such as composting, planting, nutritional, cooking, etc. We will be working with other community gardens on the education piece.

RESOLUTION NO. 13-117 N.C.

**AMENDING THE FISCAL YEAR 2013-2014 CIP BUDGET, AUTHORIZING THE
IMPLEMENTATION OF (PB E5 PROJECT) COMMUNITY GARDENS AND NUTRITION
EDUCATION**

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 goal of allocating a minimum 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 'Community Gardens and Nutrition Education' as described in the PB E5 Project, Community Gardens and Nutrition Information, '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 FY2012/2013 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 promote healthy eating and active living in their communities by supporting community gardens; and

WHEREAS, community gardens are places where neighbors can gather to cultivate plants, vegetables and fruits and such gardens can improve nutrition, physical activity, community engagement, safety, and economic vitality for a neighborhood and its residents; and

WHEREAS, Sixty-five percent of adults in the U.S. are overweight or Obese², and more than 33 percent of children and adolescents are obese or at risk for becoming obese³. For adults, the potential health consequences of obesity include cardiovascular disease, hypertension, type 2 diabetes, Osteoporosis and some cancers. Obese children are at a greater risk than normal weight children for developing type 2 diabetes, hypertension, high cholesterol, sleep apnea and orthopedic problems. In addition to the potential health consequences, obesity creates a substantial economic burden for the U.S. The direct and indirect health costs associated with

² *National Health and Nutrition Examination Survey*, Hyattsville, MD: National Center for Health Statistics, 2002

³ Ogden CL, Carroll MD, Curtin LR, et al. "Prevalence of Overweight and Obesity in the United States, 1999-2004." *Journal of the American Medical Association*, 295 (13): 1549-1555, 2006.

obesity are estimated at \$117 billion per year nationwide, in the form of worker absenteeism, health care premiums, copayments and out-of-pocket expenses ⁴; and

WHEREAS, limited access to healthy foods, such as fruits and vegetables, is a major barrier to healthy eating. Low-income, underserved communities are at the highest risk for obesity because they often lack supermarkets, leaving convenience stores or fast-food chains as the main source of meals ⁵; and

WHEREAS, expensive fruits and vegetables may also be cost prohibitive for low-income families and community gardens provide residents of underserved communities the opportunity to grow their own fruits and vegetables, increasing access and affordability; and

WHEREAS, The U.S. Surgeon General, along with the U.S. Centers for Disease Control and Prevention and the American College of Sports Medicine, recommend getting a minimum of 30 minutes of moderate-intensity physical activity on most days of the week for adults and 60 minutes of moderately or vigorously intense activity most days of the week for children and adolescents. Unfortunately, nearly 40 percent of adults and 23 percent of children do not get any free-time physical activity⁶; and

WHEREAS, gardening is a recommended form of moderate physical activity and community gardening can encourage more active lifestyles by providing children and adults the opportunity to exercise by stretching, bending, walking, digging and lifting tools and plants; and

WHEREAS, according to Local Government Commission (LGC), Community garden programs with the following characteristics have the greatest potential to strengthen their communities⁷:

- Target or include lower-income residents.
- Include neighbors of various ages, races and ethnic backgrounds.
- Provide an open space for community gatherings and family events.
- Offer educational opportunities and vocational skills for youths.
- Enable gardeners to sell their produce through a local farmer's market.
- Build in a method to encourage the donation of surplus produce to food shelters; and

WHEREAS, on July 9, 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.

⁴ *The Surgeon General's Call to Action to Prevent and Decrease Overweight and Obesity*. Washington, DC: US Department of Health and Human Services, Public Health Service, Office of the Surgeon General, 2001. (Available at: <http://www.surgeongeneral.gov/library/calls/obesity/index.html>)

⁵ *Transportation and Food: The Importance of Access*. Center for Food and Justice, Urban Environmental Policy Institute, October 2002. Available at: http://departments.oxy.edu/uepi/cfj/publications/transportation_and_food.pdf.

⁶ A Nation at Risk – Childhood Obesity Sourcebook - (Physical activity levels among children aged 9–13 years — United States, 2002. MMWR 2003;52[33]:785–8) and (National Center for Health Statistics. National Health Interview Survey, 1999–2001).

⁷ See: http://www.lgc.org/freepub/docs/community_design/fact_sheets/community_gardens_cs.pdf; more info available at <http://www.worldhungeryear.org/fsic>.

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 physical and mental health benefits to the public by providing opportunities to:

- Eat healthy fresh fruits and vegetables.
- Engage in physical activity, skill building, and creating green space.
- Beautify vacant lots.
- Revitalize communities in industrial areas.
- Revive and beautify public parks.
- Create green rooftops.
- Decrease violence in some neighborhoods, and improve social well-being by strengthening social connections.

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 at the following Location(s):
 - a. Global Center for Success: 1055 Azuar Avenue Mare Island CA 94592;
 - b. Loma Vista Farms: 150 Ranier Drive Vallejo CA 94591;
 - c. Reynaissance Family Center: 2160 Sacramento Street Vallejo CA 94590;
 - d. Cave Language Academy: 770 Tregaskis Vallejo, CA 94591;
 - e. Omega Boy's and Girls Club: 1 Positive Place Vallejo CA 94589;
 - f. Saint Vinnie's Community Garden: corner of Louisiana and Marin Streets Vallejo CA 94590;
 - g. Mira Theater Guild: 51 Daniels Avenue Vallejo CA 94590, Jesse;
 - h. Bethel High School: 1800 Ascot Parkway Vallejo CA 94591;
 - i. California-Maritime Academy: 200 Maritime Academy Vallejo CA 94589;
 - j. Kyles Temple: corner of Solano Avenue and Illinois Street Vallejo CA 94590;

Actual siting of the garden use at above locations needs to be approved by Planning and Dept. of Public Works (DPW), after input from project proponents.

2. California Environmental Quality Act (CEQA). Depending on location and concurrent with administrative approval, City staff will evaluate the project's environmental impact and determine whether the project is exempt from CEQA or requires environmental review.
3. Each project proponent 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.
 - b. A description of the specific benefits being provided to the public.


- c. 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.
4. Key Conditions prior to Disbursement of Funds.
- a. Process administrative approval for siting at foregoing locations.
 - b. 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.
 - c. 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.
 - d. 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.
5. 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. Funds will be administered through a purchase order system.
 - c. Goods and services will be required to be purchased at or completed by local vendors.
 - d. In most cases, 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. Amend the Fiscal Year 2013-2014 General Fund and Capital Improvement Program (CIP) Budgets, redistributing \$146,500 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 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 July 23, 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 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: Advance (through Purchase Order) 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 _____

OFFICIAL USE ONLY	
Approved for Payment: ___ Yes ___ No	Charge to G/L Account #: _____
Signature: _____	Date: _____



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.)

BUDGET WORKSHEET

CHANGE REQUESTED	ITEM	ITEM DESCRIPTION	NUMBER OF ITEMS	AMOUNT
TOTAL:				

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 _____

REQUEST FOR CHANGE OF DEVIATION TO ACTION PLAN:

REQUESTED BY:
GRANTEE NAME:

APPROVAL GRANTED:
CITY OF VALLEJO,
a municipal corporation

By:
NAME OF CONTACT:

TITLE:

DATE: _____

By: _____
Daniel E. Keen
City Manager

DATE: _____

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

(City Seal)

Daniel E. Keen
City Manager

APPROVED AS TO FORM:

Claudia Quintana
City Attorney



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:
CITY OF VALLEJO,
a municipal corporation

By:
NAME OF CONTACT:

TITLE:

DATE: _____

By: _____
Daniel E. Keen
City Manager

DATE: _____

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

(City Seal)

Daniel E. Keen
City Manager

APPROVED AS TO FORM:

Claudia Quintana
City Attorney