

PB F6 Omega Boys & Girls Club Gym Renovation Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 30 day of September 2014, by and between the City of Vallejo, a municipal corporation ("CITY"), and the Continentals of Omega Boys & Girls Club ("GRANTEE"), an IRS 501(c)3 non-profit corporation, who agree as follows:

A. Project Description

Attached hereto in "Exhibit A" is a description of the "deliverables" and estimated budget for gym renovations at 1 Positive Place, Vallejo, CA, 94589, constituting "the Project." Herein, Exhibit "A" is referred to as 'Project Scope'.

Also attached hereto as "Exhibit B" is Resolution No. 13-119 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.

Also attached hereto as "Exhibit F" is a letter from Vallejo City Unified School District (VCUSD) authorizing the project to take place at VCUSD property located at 1 Positive Place, Vallejo, CA, 94589, currently leased to the GRANTEE.

B. Project Implementation

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$60,000.00, 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.

Once the GRANTEE has completed the deliverables as itemized in the Project Scope, the GRANTEE may request written approval from the CITY to expend any remaining Grant Funds from that site to make additional improvements. This shall be considered a change or deviation from the original Project Scope, per B.7. Approval for these additional improvements or allocations shall be granted or denied at the CITY's sole discretion.

2. The GRANTEE shall complete the Project by June 30, 2015.

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

4. The GRANTEE certifies that the Project does and will continue to comply with all laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts and workers' compensation, building codes, environmental laws (including but not limited to the California Environmental Quality Act), health and safety codes,

and disabled access laws.

5. Prior to commencing any work under this agreement, the GRANTEE shall obtain all necessary electrical, plumbing, and other building, or public works permits from the CITY.

6. 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 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.

7. 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 for eligible costs within 30 days of the GRANTEE submitting monthly invoices for costs associated with the project to the 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 C. This form must be accompanied by 1) an itemized list of all expenditures according to Project Budget Categories, and 2) supporting documentation that clearly identifies the expenditure(s) in relation to the Project Budget Categories in Exhibit A of this Agreement. Payment requests may not be submitted more often than monthly.

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

3. Final payment of remaining Grant Funds, including amounts withheld from previous payments, shall be paid up to the total amount of the Project (as stated in B.1) or the actual Project cost, whichever is less, upon completion of the Project, receipt of the final report and final Request for Payment from the GRANTEE in form and content satisfactory to the CITY, and the satisfactory completion of a site inspection by the CITY.

4. Final payment is contingent upon the CITY's verification that the Project, as implemented, is consistent with the Project Scope as described in Exhibits A and B, together with any CITY-approved amendments to the Project Scope.

F. Project Review and Documentation

1. The GRANTEE shall submit written progress reports with photographs by January 1, 2015, April 1, 2015 and June 30, 2015, or 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 D.

2. 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 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.

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.
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. Time and effort reports shall also be required for consultants and contractors. Adequate supporting documentation shall be maintained by consultants and contractors in sufficient detail to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.
5. The GRANTEE shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the CITY.

I. Audit Requirements

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

J. Assignment

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

K. No Agency Agreement

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

employees, or agents of the CITY or the State.

L. Liability and Insurance

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

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

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

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

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

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

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

The GRANTEE shall maintain limits no less than:

1. General Liability: \$2,000,000 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

- 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.

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
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590
707 648 4109
wmorat@ci.vallejo.ca.us

If to GRANTEE: Clarence Turner
1 Positive Place
Vallejo, CA 94589

S. List of Exhibits

- Exhibit A - Project Scope
- Exhibit B - Resolution No. 13-119 N.C.
- Exhibit C - Request for Payment Form
- Exhibit D - Progress Report Form
- Exhibit E – Change Order Form
- Exhibit F – VCUSD acknowledgement letter

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)

CONTINENTALS OF OMEGA BOYS &
GIRLS CLUB, a non-profit corporation

By: 
Clarence Turner, Secretary

DATE: 9/30/2014

CITY OF VALLEJO,
a municipal corporation

By: 
Daniel E. Keen
City Manager

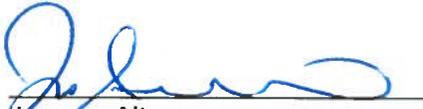
DATE: 10-10-14

ATTEST:

(City Seal)

By: 
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:


Joanna Altman
Administrative Analyst II

APPROVED AS TO FORM:


Donna Mooney
Chief Assistant City Attorney

EXHIBIT A: PROJECT SCOPE

Background

For nearly 50 years, the Continentals of Omega Boys & Girls Club of Vallejo (Omega) has been providing academic assistance, recreational activities, counseling, computer training and career advice to Vallejo's youth. In addition, the club promotes reading, cultural activities, field trips, sporting events, performing arts, and health education. Each year approximately 300 youth participate in Omega's programs and activities, and the after-school educational assistance has resulted in more than 70% of the youth earning a spot on their school's honor roll.

Located at 1 Positive Place in a building leased from the Vallejo City Unified School District (VCUSD), Omega has recently upgraded its facilities by partnering with local and national nonprofit organizations and private corporations. City of Vallejo Measure B funding through Participatory Budgeting Cycle 1 voter-approved project enabled a community garden to be located at Omega, and Rebuilding Solano Together contributed labor and materials to enhance the grounds of the facility. Comcast also donated considerable time and materials to substantially upgrade the facility with new interior paint and floors.

Goals of the PB Project: Renovating the Gym & Enhancing Youth Programming

The Omega gym currently provides ample space for club members to participate and/or host athletic activities, enjoy and perform in theatrical/musical arts, assemble for special events, and engage in group activities. Replacing the old carpet with a state-of-the-art gymnasium floor, adding sound, stage lighting, and audio-visual equipment for the stage, and upgrading the electrical system will allow Omega to increase the number of instructional classes and activities, improve the experience of participants at special events, host outside organizations and schools for sport tournaments or music/theatrical arts performances, and improve the overall impact of services.

Phases of Project

Only items/work listed in the BUDGET (see below) are eligible for reimbursement or payment by CITY under the terms of this agreement. In the interests of minimizing the period of time that the Omega gym is unavailable to club members, all renovation and installation work shall be coordinated to occur within a specific time frame that consists of the following phases:

Phase I: Gym Floor Installation

After Omega completes necessary site prep and concrete slab repair (funded by monies outside of the Participatory Budgeting project) the purchase, manufacture, and installation of the *Response* polypropylene gym flooring through Sport Court is expected to be completed in six (6) weeks. Omega shall assure that the floor is ordered, shipped, delivered, and installed within 90 days of execution of this contract. All payments by CITY shall be according to the terms of payment specified within this Omega-CITY agreement, not to exceed the amount listed in the BUDGET.

Phase II: Purchase of Technology & Equipment

Purchases of technology, equipment and other materials listed in the BUDGET from online retailers shall be completed within 90 days of execution of this contract. Omega shall submit Requests for Payment according to the terms of this agreement and may have CITY remit payment directly to retailers after submitting necessary documentation.

Phase III: Installation of Equipment and Additional Electrical Work

Electrical work and installation of any necessary equipment by Seifert Engineering shall be completed within 90 days of execution of this contract. Omega shall submit Requests for Payment according to the terms of this agreement. All work must be performed by a licensed contractor and shall comply with prevailing wage laws per this agreement.

Budget

Item	Unit Cost	Units	Vendor	Subtotal	Tax 8.62%	Shipping	Total
Response gym floor (3,764 sq. ft.) includes installation	\$38,003.62	1	Sport Court	\$ 38,003.62	included	included	\$ 38,003.62
Base cove moulding option 235 lineal feet includes installation	\$ 2,051.00	1	Sport Court	\$ 2,051.00	included	included	\$ 2,051.00
Da-Lite 99286 144x192" projector screen	\$ 3,286.00	1	Projector Screen Store.com	\$ 3,286.00	\$ 283.25	included	\$ 3,569.25
Da-Lite radio frequency wireless remote	\$ 336.95	1	Projector Screen Store.com	\$ 336.95	\$ 29.05	included	\$ 366.00
InFocus IN3128HD DLP Projector	\$ 1,399.00	1	Projector Screen Store.com	\$ 1,399.00	\$ 120.59	included	\$ 1,519.59
Wireless USB & 25' Cable	\$ 83.99	1	Projector Screen Store.com	\$ 83.99	\$ 7.24	included	\$ 91.23
NSI/Leviton Hand-On Par 56 4-light system	\$ 579.95	1	B&H Photo	\$ 579.95	\$ 49.99	included	\$ 629.94
VocoPro UHF-5900 UHF PLL Wireless Mic System	\$ 511.00	1	B&H Photo	\$ 511.00	\$ 44.05	included	\$ 555.05
Pyle Pro PDWM8900 8-Channel Wireless VHF Microphone System	\$ 255.24	1	B&H Photo	\$ 255.24	\$ 22.00	included	\$ 277.24
Mackie SRM450v2 400W 12" -Way Speaker Kit	\$ 619.99	4	B&H Photo	\$ 2,479.96	\$ 213.77	included	\$ 2,693.73
American DJ Crank-2 Portable Trussing System	\$ 249.99	1	B&H Photo	\$ 249.99	\$ 21.55	included	\$ 271.54
Altman Luminator Follow Spot with Castered Stand	\$ 945.00	1	B&H Photo	\$ 945.00	\$ 81.46	included	\$ 1,026.46
Global Truss Pro Swivel Clamp	\$ 24.99	4	B&H Photo	\$ 99.96	\$ 8.62	included	\$ 108.58
Altman 65Q Fresnel Light	\$ 114.00	4	B&H Photo	\$ 456.00	\$ 39.31	included	\$ 495.31
Electrical Work Replace 3 Exit Signs Install 2 new exit signs Install new outlets Upgrade sub-panel Repair lights	\$ 6,700.00	1	Seifert Engineering	\$ 6,700.00	\$ -	\$ -	\$ 6,700.00
Electrical Materials Exit signs Subpanel/breakers Conduit, boxes, wire, etc.	\$ 1,250.00	1	Seifert Engineering	\$ 1,250.00	\$ 107.75	\$ -	\$ 1,357.75
Possible Cost Overruns	\$ 283.71	-		\$ 283.71	\$ -	\$ -	\$ 283.71
TOTAL PROJECT COST COVERED BY PB FUNDING							\$60,000.00

RESOLUTION NO. 13-119 N.C.

AMENDING THE FISCAL YEAR 2013-2014 CIP BUDGET, AUTHORIZING THE IMPLEMENTATION OF (F6 PROJECT) OMEGA BOYS AND GIRLS CLUB GYM RENOVATION

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 'Omega Boys & Girls Club Gym Renovation' 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 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, the Continentals of Omega boys & Girls Club has been providing mentoring, recreational, educational, cultural and social activities to Vallejo's youth since 1966; and

WHEREAS, this Project will help provide repairs and upgrades to the facility located at 1 Positive Place, Vallejo, and provide community benefit by providing an improved public space for athletic, social and artistic events that are open to the public; and

WHEREAS, on July 9, 2013 City Council approved a Resolution of Intention to amend the Fiscal Year 2013-2014 budget.

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. Building owner must co-sign grant application.

2. Project proponents must obtain site control and administrative site planning/ fire/ building department approval for improvements.
3. 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.
4. Grant applications(s) with specific eligibility requirements will be developed by the City Manager in a form approved by the City Attorney. The Grant application must include the following proof of eligibility:
 - a. A description of the proposed cost of building improvements, including adherence to public contracting requirements.
 - 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.
5. Key Conditions prior to Disbursement of Funds. Grant is on a reimbursement basis.
 - a. Process administrative approval as required for repairs/ upgrades.
 - b. Execution of grant agreement in amounts consistent with Project Proposal Form which incorporates above principles, in a form approved by the City Attorney.
 - c. Private nonprofit project proponents need to show proof of eligibility, ability to contract and delivery of services to the public as well any other requirements consistent with this resolution.
 - d. Full accounting of costs for project, including original receipts documenting the cost of improvements and the identity of the person or business entity furnishing the goods/services.
6. Disbursement of Grant Funds.
 - a. Project funds will be disbursed through a structured program.
 - b. The program will include reimbursement to local vendors for materials used and progress payments made directly to local professional contractors after work has been verified.
 - c. All labor and materials will be required to be purchased at or completed by local vendors.
 - d. Project applicants will not receive City funds directly, and therefore will not be allowed to perform the reimbursable work themselves.

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 \$60,000 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 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'.

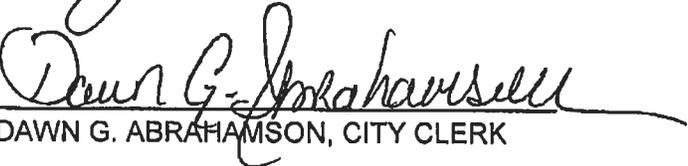
2. Directs the City Manager to report to the City Council once all funds have been expended and the project is complete.

Adopted by the City Council of the City of Vallejo at a regular meeting held on 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 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

* If payment requested is a reimbursement, please complete or replicate the Invoice Template provided on page 3.

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 1, 2014.

Grantee's Name or Letterhead

INVOICE TEMPLATE (for reimbursements)

Bill To: City of Vallejo
c/o Will Morat,
Participatory Budgeting
555 Santa Clara Street
Vallejo, CA 94590
Phone: (707) 648-4109

Bill From: **VENDOR**
c/o Grantee Contact Person
1 Positive Place
Vallejo, CA 94589

Invoice Number: 1 (for the first payment request, add one for subsequent requests)

Invoice Date: **XX/XX/201X**

	Description	Price
1	Reimbursement for _____ - paid to _____ on XX/XX/201X	XXX.XX
2	Reimbursement for _____ - paid to _____ on XX/XX/201X	XXX.XX
	Balance Due (Total)	X,XXX.XX

Please attach all receipts.

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 • 707.648-4109



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: Purchases and In-Kind Contributions. 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) CHANGE ORDER If applicable, please describe and explain the need for changes or deviations from Exhibit A: Purchases and In-Kind Contributions. Provide details showing how the requested change modifies Exhibit A. 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 Exhibit A, or are changed.) Show how the change will not affect the total grant monies to be received from the City. (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 Exhibit A.)

5. PHOTOGRAPHS Please provide photographs of project progress in digital format. Note the date and location of the photograph and provide a brief description. Please obtain a consent form from parents or guardians of persons under the age of 18 who are recognizable in the photographs.

6. MEASURING THE IMPACT OF GRANT FUNDS Please describe, in numerical terms if possible, the impact of grant funds. Examples include how many students used each item purchased with PB Project funds, how the items were used to enrich or enhance learning on a given topic, how many activities integrated the items, and so forth. Also reflect on the outcomes of the equipment and materials purchased with PB Project funds in terms of achieving the goals of the Omega Boys & Girls Club mission.

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 Vallejo City Unified School District.

REQUESTED BY:
GRANTEE NAME:
Vallejo City Unified School District

APPROVAL GRANTED:
ACCEPTED BY:

By:

Clarence Turner

Will Morat,
Administrative Analyst I

DATE: _____

DATE: _____

APPROVED BY:

Joanna Altman
Administrative Analyst II



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Participatory Budgeting Program CHANGE ORDER FORM

1. GRANTEE NAME and ADDRESS

2. PROJECT NAME:

3. CHANGE ORDER NUMBER:

4. REQUESTED CHANGE IN PROJECT SCOPE

a) Please describe and explain the need for changes or deviations from Exhibit A (Project Scope). If applicable, please explain how this change may affect the timeline for project deliverables.

b) Provide details showing how the requested change modifies the project costs. 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 Project Scope, or are changed.)



Participatory Budgeting Vallejo

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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 Project Scope.



Participatory Budgeting Vallejo

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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

EXHIBIT F



Ramona E. Bishop, Ed.D. • Superintendent

GOVERNING BOARD

Dr. A. C. "Tony" Ubalde Jr.	President
Ward "Ace" Stewart	Vice President
Raymond Victor Mommsen	Trustee
Adrienne Waterman	Trustee
Hazel Wilson	Trustee

May 16, 2014

Wendy B. Jones
1 Positive Place
Vallejo, CA 94589

Re: Continentals of Omega Boys & Girls Club-Gym & Stage Remodel Project

Dear Ms. Jones:

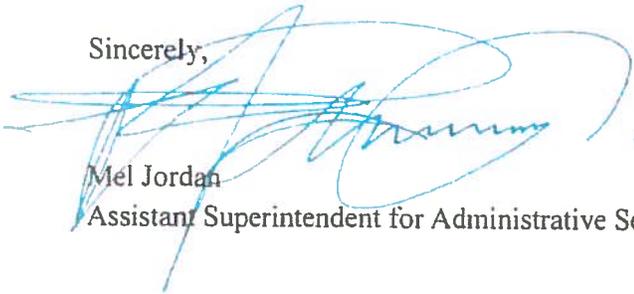
Thank you for contacting Vallejo City Unified School District regarding our property on 1 Positive Place in Vallejo we are supportive in your endeavors to make the improvements using the Participatory Budget Funding for the Continentals of Omega Boys & Girls Club Gym & Stage Remodel Project.

We acknowledge that our tenant, The Continentals of Omega Boys & Girls Club will be taking on a Gym & Stage Remodel project paid for through the participatory budget funds.

Gym & Stage Remodel Project: The Club will be fixing a crack in the west side flooring of the gym. Removing the old carpet, installing new sports court flooring in the gym; Adding a drop down screen and projector; Lighting and sound equipment for the stage; Curtains for the stage and painting the gym walls.

Thank you and if you have any questions, please feel free to contact me at (707) 556-8921, extension 50062.

Sincerely,



Mel Jordan

Assistant Superintendent for Administrative Services

