

15-032

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF VALLEJO
AND
VALLEJO COMMUNITY ARTS FOUNDATION (VCAF)**

This First Amendment to the Principal Agreement made and entered into on April 15, 2015, hereafter referred to as Agreement, between the Vallejo Community Arts Foundation (VCAF), a federally-registered 501(c)3 non-profit organization, 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 7 day of March, 2016.

Grantee and City do mutually agree as follows:

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

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$96,000.00, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits "A," "B," "F," "G," 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. Amendment to Section B.3 Project Implementation. Section B.1 of the Agreement shall be modified to read:

3. The GRANTEE shall complete the Project by September 30, 2016. The GRANTEE shall complete services per the Schedule in Exhibits A, F, G and H.

3. New Exhibits. Exhibit G and Exhibit H, both entitled "Scope of Work," are hereby added to the Agreement to read as shown in attachments to this First Amendment.

4. Integration. This First 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 First 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 Grantee 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 First Amendment and the Agreement, and any prior amendment, if any, the provisions of this First Amendment shall control in all respects.

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

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


13. Authority. The person signing this First Amendment for Grantee hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Grantee.

[SIGNATURES ON FOLLOWING PAGE]

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

VALLEJO COMMUNITY ARTS FOUNDATION

A non-profit organization

BY: 
Tim McDonald
Board President, VCAF

DATE: 3-7-16

CITY OF VALLEJO,
a municipal corporation

BY: 
Daniel E. Keen
City Manager

DATE: 3/24/16

ATTEST:

BY: 
Dawn G. Abrahamson
City Clerk

APPROVED AS TO CONTENT:



Will Morat
Administrative Analyst II

(City Seal)

APPROVED AS TO FORM AND INSURANCE



Donna Mooney
Chief Assistant City Attorney

EXHIBIT G: PROJECT SCOPE

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

It contains the following sections:

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

1. Goals

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

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

2. Deliverables – Project Activities

VCAF will coordinate and manage two (2) public art projects at Designated Locations (see #3 below) that will result in:

- 1) Georgia Gateway Mural Project**
- 2) Youth Mural Diversity Project**

In preparation for final artwork application, VCAF shall form a 5-member "Community Committee" according to the following guidelines:

- Formation of a five (5) member community committee to select mural artists
 - Committee to consist of:
 - Two property owners (one from each of two (2) locations for the two murals)
 - One local community member
 - Two local experts from the art/architecture field
 - Because of the public nature of selection, placement and funding of public artwork, the committee must follow Brown Act rules and regulations
- Selection of at least three (3) artist(s) based on art portfolios, experienced, and qualifications to submit mural designs for each of two (2) locations
- Final selection of artist(s) for each location based on mural designs

VCAF is solely responsible for organizing an open, transparent and competitive design solicitation and selection process, and for selecting final murals to be applied to designated locations. VCAF is responsible for obtaining and documenting any required approval by the City of Vallejo Public Works department, the Beautification Design and Review Board, or other appropriate City commissions,

agencies or departments as established in the City Charter, municipal code, or other City authority. Because the artwork is to be applied on private property, written permission has already been obtained from the responsible private entity allowing artwork to be applied (Exhibit G, Attachment 1).

Artwork may only be applied to two buildings listed in number three of this document entitled “Designated Locations.” Artwork will be in acrylic paint, covered with an anti-graffiti coating. Artwork may not augment the dimensions, weatherproofing, security, or otherwise alter the integrity of buildings. Artwork may not promote individual commercial interests.

Upon completion of artwork, the property owner retains rights of ownership to permanently affixed artwork. The City of Vallejo and property owners reserve the right to alter, remove and/or replace any permanently affixed artwork, upon written permission from property owner. VCAF may use reproductions, photos, or other representations of the artwork for promotional material contingent upon identifying the location and funding source for the project (as identified in Part C – Acknowledgement of Funding Source within this signed Grant Agreement).

3. Designated Locations

The following outlines the two designated locations for approved work identified in “Deliverables – Project Activities” (#2), to be performed according to the schedule (#4) noted below. Photos of each building wall where artwork will be permanently affixed are attached as Exhibit G, Attachment 2.

1) Georgia Gateway Mural Project

301 Georgia Street
Western-facing wall
Property Owner: Jim Barcewski

2) Youth Mural Diversity Project

629 Marin Street
South-facing wall along Indian Alley
Property Owner: Ken Ingersoll

4. Schedule

Successful completion of Deliverables – Project Activities (#2) as described shall occur on or before August 31, 2016 following the schedule identified below. Monthly progress reports shall update the City on activities in progress or completed, and invoices and/or receipts may be submitted upon completion of key line items designated in Budget (#5) below, in accordance with this signed Grant Agreement as identified in Part E – Payment Process and Documentation.

| | |
|---------------------|---|
| February 29, 2016 – | Call for artists |
| March 31, 2016 – | Deadline for portfolio submission |
| April 15, 2016 – | Community Committee selects three (3) artists for each of two (2) locations |
| May 15, 2016 – | Artists submit artwork designs to committee |
| June 15, 2016 – | Final selection of artwork made by committee; artist(s) notified and awarded contract for each of two (2) locations |
| July 1, 2016 – | 25% of budget advanced to VCAF to purchase supplies for murals |
| Sept. 30, 2016 – | Murals complete |

5. Budget

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

| Georgia Gateway Mural Project | Units | Cost per unit | Total |
|--|-------|---------------|-----------------|
| Mural Design Honorariums | 3 | \$ 1,000 | \$ 3,000 |
| Mural Artist Stipend (includes materials) | 1 | \$25,000 | \$25,000 |
| <i>25% advance for materials</i> | | | <i>\$ 6,250</i> |
| TOTAL BUDGET | | | \$28,000 |

| Youth Mural Diversity Project | Units | Cost per unit | Total |
|--|-------|---------------|-----------------|
| Mural Design Honorariums | 3 | \$ 1,000 | \$ 3,000 |
| Mural Artist Stipend (includes materials) | 1 | \$11,000 | \$11,000 |
| <i>25% advance for materials</i> | | | <i>\$ 2,750</i> |
| TOTAL BUDGET | | | \$14,000 |

EXHIBIT G, ATTACHMENT 1


Vallejo Community Arts Foundation
Re:
Georgia Gateway Mural Project

September 3, 2014

I have recently been asked if I would allow a mural on the Westside of my building in downtown Vallejo. I own 301 Georgia Street, Vallejo, Ca. My building is approximately 73,000 sq ft. Its a 3 story commercial office building on the corner of Georgia Street and Sacramento Street. I will consider allowing a mural on the West side of my building on Sacramento Street. But need to know what the details of this project are.

My offer is subject to me receiving guidelines for this project and me approving in writing the guidelines. My offer is subject to my attorney approving the guidelines in writing of the conditions of this project and his approval of any documents that come along with this project

It's my understanding that Vallejo Community Foundation will manage this project



Property owner Jim Barcewski
301 Georgia Street #330
Vallejo, Ca 94590

jimbarcewskirealty@gmail.com

707-644-8887 office
707-644-4308 fax

CC Otis Jones attorney at law

August 3, 2014

To whom it may concern,

I hereby grant permission for a mural to be painted on my building at 629 Marin St, on the south facing wall along Indian Alley, with the understanding that in order to be implemented the design must be approved by me, in addition to other community or civic groups. In the case of building structural changes, ownership changes, or a mutually agreed upon desire to change the mural by VCAF, the City or the building owner the agreement may be terminated. The artist(s) as condition of the contract will sign a waiver of rights if the work needs to be altered, repaired, moved or removed.

Sincerely,

Ken Ingersoll
Property Owner, (629 Marin St.) Vallejo CA

301 Georgia Street



629 Marin Street



EXHIBIT H: PROJECT SCOPE

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

It contains the following sections:

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1. Goals

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

2. Deliverables – Project Activities

VCAF will coordinate and manage a single public art project at a Designated Location (see #3 below) that will result in:

Neighborhood Art or “Placemaker” Project

- Utilizing “artist-in-residence” approach and “community-build” process

The “artist-in-residence” approach shall be managed by VCAF. With assistance from VCAF, geographically unique neighborhoods or communities shall identify local members of a “working group” and submit public art concept proposals to a VCAF-designated committee for consideration. Prior to awarding of funds to a neighborhood, VCAF shall assure that the locations meet zoning and planning requirements, that necessary permits can be obtained, and that any City or public agency board or commission of authority has approved the concept. Upon award of funding, the working group shall solicit and select an “artist-in-residence” to represent their community/neighborhood. The artist-in-residence shall be responsible for organizing, facilitating and assisting the working group with:

- Developing designs for public or placemaker artwork
- Creating a materials and tools list
- Fundraising for in-kind contributions, donations and matching grants to purchase materials
- Recruiting and managing volunteers
- Supervising the community-build process that results in a completed piece of permanent public art and/or a placemaker (e.g., mural, sculpture, archway, etc. that creates a physical permanence)

VCAF is solely responsible for organizing an open, transparent and competitive solicitation and selection process, and for final artwork designs that will be permanently affixed to the designated location. Any

committee or group of individuals, whether appointed, selected, or volunteer, shall follow Brown Act rules and regulations for any meetings in which the artwork design, placement, location or other details are considered. VCAF is responsible for obtaining and documenting any required approval by the City of Vallejo Public Works department, the Beautification Design and Review Board, the Greater Vallejo Recreation District, or other appropriate City commissions, agencies or departments as established in the City Charter, municipal code, or other City authority. Artwork may not be affixed to private property.

Completed artwork must create a physical permanence and be approved by appropriate City departments. Painted artwork shall be in acrylic paint, covered with an anti-graffiti coating. Artwork may not augment the dimensions, weatherproofing, security, or otherwise alter the integrity of buildings, infrastructure or other public assets. Artwork may not promote individual commercial interests.

Upon completion of artwork, the City and/or the public agency that owns the property shall retain rights of ownership to permanently affixed artwork. The City of Vallejo and public agency property owners reserve the right to alter, remove and/or replace any permanently affixed artwork. VCAF may use reproductions, photos, or other representations of the artwork for promotional material contingent upon identifying the location and funding source for the project (as identified in Part C – Acknowledgement of Funding Source within this signed Grant Agreement).

3. Designated Location

The designated neighborhood/community for approved work identified in “Deliverables – Project Activities” (#2), to be performed according to the schedule (#4) noted below, shall be identified by a VCAF-designated committee through the process outlined in “Deliverables – Project Activities” (#2). The location selected by VCAF-designated committee shall be submitted for review and approval by the Planning Division through standard permitting processes prior to work commencing.

4. Schedule

Successful completion of Deliverables – Project Activities (#2) as described shall occur on or before September 30, 2016 following the schedule identified below. Monthly progress reports shall update the City on activities in progress or completed, and invoices and/or receipts may be submitted upon completion of key line items designated in Budget (#5) below, in accordance with this signed Grant Agreement as identified in Part E – Payment Process and Documentation.

| | |
|---------------------|--|
| February 29, 2016 – | Call for neighborhood art concept proposals |
| March 20, 2016 – | Deadline neighborhood art concept submission |
| April 1, 2016 – | Neighborhood awarded funding by VCAF-designated committee |
| April 15, 2016 – | Neighborhood working group issues call for artists-in-residence |
| May 15, 2016 – | Final selection of artists-in-residence by neighborhood working group |
| June 15, 2016 – | Final design for artwork identified by neighborhood working group |
| July 1, 2016 – | Materials and tool list developed – Materials “Seed money” payable upon invoice |
| July 31, 2016 – | Fundraising completed securing in-kind contributions, match funding, and other donations for materials and tools |
| July 31, 2016 – | Volunteers identified for community-build process |
| Sept. 30, 2016 – | Artwork complete – final 25% of Artist-in-residence budget (\$5,000) payable upon invoice |

5. Budget

The budget is based on estimates provided by VCAF. Modifications of costs between line items can be requested through a Change Order Form (Exhibit E) and may be granted approval at the sole discretion of the City. Invoices for Artist-in-residence may be billed to City upon demonstration of progress or key milestones, with the final 25 percent (\$5,000) payable upon completion of fixed, permanent artwork.

| Neighborhood Art "Placemaker" Projects | Total |
|---|------------------|
| Materials "seed money" | \$ 4,000 |
| Artist-in-residence | \$ 20,000 |
| TOTAL BUDGET | \$ 24,000 |