

**FIRST AMENDMENT TO
AGREEMENT BETWEEN
CITY OF VALLEJO
AND
VALLEJO CITY UNIFIED SCHOOL DISTRICT (VCUSD)**

This First Amendment to the Principal Agreement made and entered into on June 18, 2015, hereafter referred to as Agreement, between the Vallejo City Unified School District (VCUSD), a public agency, 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 30th day of July, 2015.

Consultant and City do mutually agree as follows:

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

The CITY hereby grants to the GRANTEE an amount not to exceed \$186,000.00, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits "A" and "B" of this Agreement and pursuant to all other terms and conditions set forth herein. The Project Scope includes deliverables and estimated costs for each deliverable. The GRANTEE is contractually bound to complete each deliverable listed in the Project Scope

2. Replacement of Exhibit A. Exhibit A "Scope of Work" to the Agreement is hereby amended and replaced in its entirety with Exhibit A attached hereto.

3. 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 Consultant shall perform all duties, obligations and conditions required under the Agreement.

4. 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.

5. 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.

6. 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 Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this [insert number, e.g. First] Amendment on the day and year first hereinabove appearing.

**VALLEJO CITY UNIFIED
SCHOOL DISTRICT,**
A public agency

CITY OF VALLEJO,
a municipal corporation

BY: 

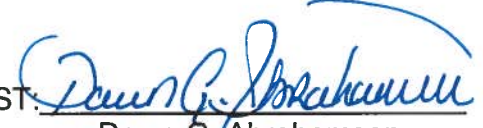
Ramona Bishop
Superintendent

BY: 

Daniel E. Keen
City Manager

DATE: 7/30/15


DATE: 8-17-15

ATTEST: 

Dawn G. Abrahamson
City Clerk


(City Seal)

APPROVED AS TO CONTENT:



Joanna Altman
Administrative Analyst II

APPROVED AS TO FORM AND
INSURANCE



Donna Mooney
Chief Assistant City Attorney

EXHIBIT A: PROJECT SCOPE

This document outlines how Vallejo City Unified School District (VCUSD) will use City of Vallejo Measure B funds allocated through Participatory Budgeting (PB) to achieve the goals of the *Summer Youth Employment & Internship Program* Project approved during the second cycle of PB in 2014.

It contains the following sections:

1. Goals
2. Deliverables
3. Eligible Organizations for Internships
4. In-Kind Contribution
5. Schedule
6. Budget

1. Goals

The placement of Vallejo youth in paid summer internships through this project will:

- Help provide junior and senior high school students gain opportunities and experience in the workplace
- Provide valuable experience for resumes and interviews as students move into the workforce
- Provide a valuable public benefit to the City of Vallejo as students make meaningful contributions at Vallejo non-profit organizations, public agencies, and not-for-profit institutions that serve the public
- Expand the existing capacity of VCUSD to place students in paid summer internships as compared to previous years

2. Deliverables

VCUSD shall recruit, screen, and identify a minimum of 69 Vallejo public high school students for placement in limited term, paid internships during the Summer of 2015, as per the Budget noted in #6 below. These 69+ internships are in addition to the 30-50 internships that VCUSD places and funds in a typical year. To be eligible for placement, students must meet the following requirements, per VCUSD policy:

- VCUSD students must have completed two years of work based learning preparation (as outlined in the VCUSD Work-Based Learning Plan) prior to applying for student internships opportunities.
- Students must be current 11th and 12th grade students to be eligible for student internship opportunities

Internship terms may be up to a maximum of eight weeks, with interns working no more than 29 hours in a given week, and no more than eight hours in a given day. Placement of interns must be in organizations or agencies identified in "Eligible Organizations for Internships as noted in #3 below.

VCUSD shall monitor and record attendance and performance of all interns, to be included in monthly progress reports to City per Section F.1 of this grant agreement. At the conclusion of each internship term, VCUSD shall obtain a written evaluation from the hosting organization or agency for each individual intern, per Exhibit A, Attachment 1. All internship terms must be completed no later than August 14, 2015.

3. Eligible Organizations for Internships

Only internships served at the following organizations are eligible for grant-funding reimbursement:¹

- City of Vallejo
- VCUSD
- Greater Vallejo Recreation District (GVRD)
- Other Public Agencies serving Vallejo, including Solano County
- 501(c)3 registered non-profit organizations based in or serving Vallejo
- Not-for-profit institutions involved in health, safety, education or community development that serve Vallejo

VCUSD shall collect and provide City with certificates of liability insurance, automobile insurance, and workers compensation insurance from all hosting agencies or organizations, listing the City of Vallejo as additional insured.

4. In-Kind Contribution

In accordance with the 2013-2014 Participatory Budgeting Rulebook, “projects implemented by non-city public agencies must also include financial or value in-kind contributions.” As well as providing additional funding for the 30-50 internships typically placed by VCUSD in a given year, VCUSD agrees to administer the project, including providing the salary for the employee(s) managing the internship program with funding outside of this grant agreement, as per the estimate below:

VCUSD Responsibilities	Estimated In-Kind Contribution
Administration <i>Recruitment, Placement & Supervision</i>	\$ 15,000
Finance <i>Payroll & Accounting</i>	\$ 5,000
Personnel & Processing <i>Human Resources</i>	\$ 3,000
TOTAL	\$ 23,000

Recruitment of candidates for City of Vallejo internship openings

VCUSD shall also provide recruitment services for City of Vallejo internship openings as part of their in-kind contribution. VCUSD will provide a specific number of candidates for each of the six departments noted below, corresponding to the applicants’ experience, interests, and anticipated career path. City shall interview all candidates and inform VCUSD of who it will appoint to each of the 10 internships within 10 business days of completing interviews. VCUSD will assume responsibility for background checks, payroll, evaluations, and other related activities. The City agrees to host internships in the following departments (subject to change):

¹ Faith-based organizations, churches, mosques, synagogues or other religious organizations – even if not-for-profit – are not eligible unless the organization has obtained 501(c)3 status for an entity that does not promote any religious views.

- Finance Department (3 interns, 6 candidates required)
- City Attorney’s Office (1 intern, 3 candidates required)
- Public Works – Engineering Division (2 interns, 6 candidates required)
- Public Works – Water Division (2 interns, 6 candidates required)
- Fire Department (1 intern, 3 candidates required)
- Mayor’s Office (1 intern, 3 candidates required)

Administrative responsibilities provided as an in-kind contribution by VCUSD fall within four categories:

- 1) Outreach to Eligible Institutions and Applicant Recruitment
- 2) Screening, Background and Placement of Eligible Interns
- 3) Career and Education Enrichment Services
- 4) Performance Monitoring and Evaluation

1) Outreach to Eligible Institutions & Applicant Recruitment

VCUSD assumes responsibility for conducting outreach to eligible institutions, including utilizing all available City of Vallejo and VCUSD media sources, newsletters, communications and contacts, to assure potential hosting institutions are aware of the opportunity to bring on an intern at no cost and can apply to VCUSD for possible placement.

This includes but is not limited to:

- i. Public agencies based in or serving Vallejo, including GVRD, Solano County, Vallejo Sanitation & Flood Control District, and SolTrans
- ii. 501(c)3 registered non-profit organizations
- iii. Community organizations
- iv. Educational Institutions
- v. Not-for-profit institutions involved in health, safety, education or community development that serve Vallejo
- vi. Local colleges including Solano Community College, CAL Maritime Academy and Touro University

VCUSD also assumes responsibility for providing an open, fair, and transparent recruitment process of students for available positions.

Recruitment and outreach for applicants can include:

- i. Utilizing on-site counselors, career guidance programs, teachers, school administrators, or other faculty
- ii. Posting on social media, message or bulletin boards, distributing flyers, posters, or other media
- iii. Collaborative outreach with the City of Vallejo, GVRD, or other public agencies

2) Screening, Background & Placement of Eligible Interns

VCUSD shall screen applicants through a paper or online application process, verify enrollment and other required documentation, conduct a background check, and prioritize applicants for open positions. Placement may be based on students’ experience, educational achievement, demonstrated aptitude, availability, and/or performance.

3) Career and Education Enrichment Services

VCUSD shall provide ongoing career and/or education enrichment services available through VCUSD or affiliate programs or organizations, including but not limited to assisting students with interview skills/tips, resume writing guidelines, and higher educational opportunities and scholarships that can build on the summer internship.

4) Performance Monitoring & Evaluation

VCUSD shall monitor attendance and performance throughout the internship term for all interns. Hosting organizations and agencies will be responsible for tracking hours worked. VCUSD will be required to obtain written approval from hosting organizations that verify hours, a supplemental requisite for requests for payment to City for reimbursement of payroll.

At the conclusion of the internship terms, VCUSD shall obtain and provide City with a written evaluation from internship supervisors at each organization per Exhibit A, Attachment 1, including for internships hosted by the City of Vallejo.

5. Schedule

All internship terms shall be completed no later than August 14, 2015. Successful completion of all Deliverables (#2) as described above shall occur on or before September 30, 2015. Monthly progress reports shall update the City on activities in progress or completed, and invoices and/or receipts may be submitted upon Budget (#6) below, in accordance with this signed Grant Agreement, Part E – Payment Process and Documentation.

6. Budget

The budget is based on a \$10 hourly wage for interns. All interns will be paid by VCUSD with reimbursements provided from this grant funding upon receipt of invoices from VCUSD using the Request for Payment Form (Exhibit C).

(BUDGET ON NEXT PAGE)

TOTAL PROJECT FUNDING		\$ 186,000.00
City of Vallejo (COV)		
Grant allocation for City of Vallejo internships		\$ 27,000.00
Hourly wage		\$ 10.00
SSI & Medicare expense	16.00%	
Total Hourly Cost		\$ 11.60
Maximum hours/week	29	
Maximum term of Internship (weeks)	8	
Maximum hours per intern over term	232	
Total intern hours	2320	
TOTAL COV PAYROLL		\$ 26,912.00
<i>Contingency</i>		<i>\$ 88.00</i>
Minimum number of internships funded		10
Vallejo City Unified School District (VCUSD)		
Grant allocation for VCUSD-placed internships		\$ 159,000.00
Hourly wage		\$ 10.00
Mandatory expense	16%	
Total Hourly Cost		\$ 11.60
Maximum hours/week	29	
Maximum term of internships (weeks)	8	
Maximum hours per intern over term	232	
Total intern hours	13706	
TOTAL VCUSD PAYROLL		\$ 158,780.80
<i>Contingency</i>		<i>\$ 219.20</i>
Minimum number of internships funded		59