

PB E4 Project Parks and Recreation Improvements Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 27th day of March 2014, by and between the City of Vallejo, a municipal corporation ("CITY"), and the Greater Vallejo Recreation District (GVRD), a non-city Special Services District, who agree as follows:

A. Project Description

Attached hereto in Exhibit "A" is a List of GVRD Parks and Special Purpose Sites including a brief description of the work product or "deliverables" and estimated cost of materials at each of the 12 sites, constituting "the Project." Herein, Exhibit "A" is referred to as 'Project Scope'. Also attached hereto as Exhibit "B" is Resolution No. 13-114 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.

B. Project Implementation

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$371,500.00, 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 at a selected site 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 at that site, or to allocate the remaining funds to another of the sites listed in the Project Scope. 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. Per the Participatory Budgeting in Vallejo 2012-2013 Rulebook, as a non-city public agency, the GRANTEE must provide financial or in-kind contributions in addition to the Grant Funds provided by the CITY. The Project Scope details the in-kind contributions to be made by the GRANTEE.

If, prior to commencement of work at any one of the 12 sites, the GRANTEE concludes that the budget is insufficient due to unforeseen or changed circumstances for the site, the GRANTEE shall promptly contact the CITY to seek mutually agreement as to whether to exclude the site from the Project, apply excess funds from a completed site, or add funds from the GRANTEE.

3. The GRANTEE shall complete the Project by June 30, 2015. The GRANTEE shall begin the Project by March 2014 and demonstrate ongoing, steady progress towards completion of the Project by June 30, 2015.

4. 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.

5. 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.

6. 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. The GRANTEE shall not be charged any fees for permits necessary to obtain for improvements on City-owned land.

7. 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.

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.

8. 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 to reimburse grantee for eligible costs within 30 days of the GRANTEE submitting monthly invoices for costs

associated with the project to 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 Exhibits "A" and "B" 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 Grant award 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. The City shall complete this verification within 30 days off the GRANTEE submitting monthly invoices, as described in D.2.

F. Project Review, Inspection and Documentation

1. The GRANTEE shall submit written progress reports with photographs by July 1, 2014, October 1, 2014, 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. The GRANTEE shall provide access to the CITY upon twenty-four (24) hours' notice to

evaluate work completed or being performed pursuant to this Agreement, including work by contractors and subcontractors, in accordance with the approved Project Scope. GRANTEE shall require all contractors and subcontractors, in such event, to provide all reasonable facilities and assistance for the safety and convenience of the CITY's representative(s) in making such inspections.

3. Unless otherwise authorized by the CITY in writing, 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 sixty (60) 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.3, 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 GRANTEE fails to complete the Project or the Agreement is terminated pursuant to subsection 1, GRANTEE shall be reimbursed for expenses on accepted work. Such reimbursement shall be at the sole discretion of the City.

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 and the total cost of the Project. 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 shall include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll

records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the grant, whether they are employed full-time or part-time. 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 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.

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.

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 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: Joanna Altman
 Administrative Analyst II
 City of Vallejo
 555 Santa Clara Street
 Vallejo, CA 94590
 707 648 4362
 jaltman@ci.vallejo.ca.us

If to GRANTEE: Shane McAfee
 General Manager
 395 Amador Street
 Vallejo, CA 94590
 707 648 4603
 smcafee@gvrd.org

S. List of Exhibits

- Exhibit A - Project Scope
- Exhibit B - Resolution No. 13-114 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)

GREATER VALLEJO RECREATION
DISTRICT, a Special Service District

CITY OF VALLEJO,
a municipal corporation

By: 
Shane McAfee
General Manager

By: 
Daniel E. Keen
City Manager

DATE: 3/21/2014

DATE: 3-27-14

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: Project Scope

The Project Scope includes:

- A brief description of the work product and estimated cost to complete the work product by location at each of the 12 sites.
- A brief description of the work product and estimated cost to complete the work product by activity, listing the sites at which each activity will take place.
- A description of the in-kind contributions GVRD will provide, as a non-city public agency receiving funds through Participatory Budgeting.

Description of Work Product
By Location

| Location | Activity | # of items | Cost of Item | Total Cost | Notes |
|----------------------------|------------------------------------|------------|--------------|-----------------|--|
| 1 Beverly Park | | | | | |
| | Update playground surfacing | | | \$5,000 | Pads to be replaced with pour-n-play, and if possible, replace sand with Fibar to be ADA compliant. |
| | Picnic Tables | 5 | \$1,000 | \$5,000 | Costs could include concrete pads, transportation, rental of special forklift, and installation. |
| | Sidewalk/pathway repair | | | \$20,000 | Does not distinguish city sidewalk or pathways in park. 1584 feet to be repaired. |
| | Total Cost at Location | | | \$30,000 | |
| 2 Blue Rock Springs | | | | | |
| | Restoration of Lake Frisbee | | | \$12,000 | Before site work begins, define area that needs to be restored. Research is needed to inform what is possible with available funds. |
| | Repair trash receptacles | | | \$3,000 | Repair the existing 57 trash receptacles in the Park, or as many as possible with the available funds. |
| | Repair Restrooms | | | \$12,000 | Repair/renovate roof, structural, electrical, plumbing, paint, interior, exterior, and other code repairs and upgrades. |
| | Total Cost at Location | | | \$27,000 | |
| 3 Borgess | | | | | |
| | Upgrade play structure | | | \$20,000 | Review structure to clarify what meets existing code. Perform any safety upgrades, and with any remaining funds, improve aesthetics. |
| | Total Cost at Location | | | \$20,000 | |
| 4 Crest | | | | | |
| | Repair/upgrade restrooms | | | \$30,000 | Repair/renovate roof, structural, electrical, plumbing, paint, interior, exterior, and other code repairs and upgrades. |
| | Total Cost at Location | | | \$30,000 | |
| 5 Delta Meadows | | | | | |
| | Repair benches & trash receptacles | | | \$10,000 | 14 wood benches over 12 feet in length with curves, and trash receptacles. |
| | Install new tot play structure | | | \$30,000 | Purchase tot play structure to meet current codes, and install in existing footprint. |
| | Replace trees | | | \$5,000 | Investigate old sites, size of trees to plant, and cause of death of trees. May need to alter irrigation and plant in new sites. |
| | Total Cost at Location | | | \$45,000 | |
| 6 Grant Mahoney | | | | | |
| | Install 2 cement ping pong tables | | | \$11,000 | Get specifications for base pads to support tables. Tables will also need graffiti coating. Cost includes delivery and installation. |

| | | | | | | |
|------------------------|----------------------------------|--|---|---------|----------|--|
| | Repair asphalt pathways | | | | \$20,000 | Identify worst areas, rank priorities, measure, and get cost estimates. 661 feet to be repaired. |
| | Install picnic tables | | 4 | \$1,000 | \$4,000 | Costs could include concrete pads, transportation, rental of special forklift, and installation. Request to research cement Ping Pong Table. |
| | Total Cost at Location | | | | \$35,000 | |
| 7 Hanns | | | | | | |
| | Repair restrooms | | | | \$8,000 | Repair/renovate roof, structural, electrical, plumbing, paint, interior, exterior, and other code repairs and upgrades. |
| | Replace trash receptacles | | | | \$2,000 | Costs could include concrete pads, transportation, and installation. Number of receptacles and locations yet to be determined. |
| | Total Cost at Location | | | | \$10,000 | |
| 8 N. Vallejo | | | | | | |
| | Replace trash receptacles | | | | \$6,000 | Costs could include concrete pads, transportation, and installation. Number of receptacles and locations yet to be determined. |
| | Repair or replace play equipment | | | | \$40,000 | Review structure to clarify what meets existing code. Perform any safety upgrades, and with any remaining funds, improve aesthetics. |
| | Repair/replace drinking fountain | | 1 | \$4,000 | \$4,000 | |
| | Total Cost at Location | | | | \$50,000 | |
| 9 Richardson | | | | | | |
| | Repair/upgrade playground | | | | \$20,000 | Review structure to clarify what meets existing code. Perform any safety upgrades, and with any remaining funds, improve aesthetics. |
| | Add soccer goals and nets | | | | \$20,000 | Research movement of power pole located in the middle of proposed soccer field. May need to purchase smaller goals to accommodate field. |
| | Total Cost at Location | | | | \$40,000 | |
| 10 Terrace Park | | | | | | |
| | Repair/upgrade playground | | | | \$10,000 | Review structure to clarify what meets existing code. Perform any safety upgrades, and with any remaining funds, improve aesthetics. |
| | Repair/replace drinking fountain | | | | \$4,000 | Review existing fountain, and make recommendation. If replaced, may need a second bowl for dogs. |
| | Total Cost at Location | | | | \$14,000 | |
| 11 Washington | | | | | | |
| | Repair Gates/fences/entrances | | | | \$7,500 | Review gates, fences, and entrances, for safety and proper function. May need to replace sections of fencing material. |
| | Install picnic tables | | | | \$3,000 | Costs could include concrete pads, transportation, rental of special forklift, and installation. Request is for three (3). |
| | Provide additional amenities | | | | \$20,000 | Additional amenities to be determined (e.g., basketball, handball, etc.) |
| | Add trees | | | | \$10,000 | Trees are requested to be planted near playground. Tree selection to provide shade, but allow line of site to be clear. May need to alter irrigation system. |
| | Total Cost at Location | | | | \$40,500 | |

Description of Work Product
By Activity

| | Activity/Location | Cost for Activity | Notes |
|----|----------------------------------|--------------------------|---|
| 1 | Bathroom Remodels | | |
| | Blue Rock Springs | \$12,000 | Upgrade and repair restroom roof, structure, electrical, plumbing, lighting, exterior, interior, doors, lighting, and other related items. |
| | Crest Ranch | \$30,000 | |
| | Hanns | \$8,000 | |
| | Cost for Activity | \$50,000 | |
| 2 | Trash Receptacles | | |
| | Blue Rock Springs | \$3,000 | Remove and replace with similar outdoor all weather style receptacles. Pour new concrete pads where necessary, and secure with bolts. Budget may not allow total replacement of 80 receptacles. |
| | Delta Meadows | \$5,000 | |
| | Hanns | \$2,000 | |
| | N. Vallejo | \$6,000 | |
| | Cost for Activity | \$16,000 | |
| 3 | Repair/Replace Benches | | |
| | Delta Meadows | \$5,000 | Replace or refurbish existing wood benches. New boards, and weld metal that is cracked. Repaint or stain as needed. |
| | Cost for Activity | \$5,000 | |
| 4 | Picnic Tables | | |
| | Beverly Hills | \$5,000 | Materials and possible labor through subcontractor. Rental of specialized forlift to place tables. May need to pour concret pads. |
| | Grant Mahoney | \$4,000 | |
| | Washington | \$3,000 | |
| | Cost for Activity | \$12,000 | |
| 5 | Repair Gates/Entrance | | |
| | Washington Park | \$7,500 | Materials and possible labor through subcontractor. |
| | Cost for Activity | \$7,500 | |
| 6 | Repair/Replace Playground | | |
| | Beverly Park | \$5,000 | Review structures and layout to see if meet new codes. Upgrade where possible. Replace or repaint where needed. Delta Meadows tot lot to be replaced. |
| | Borges | \$20,000 | |
| | Delta Meadows Park | \$30,000 | |
| | N. Vallejo | \$40,000 | |
| | Richardson Park | \$20,000 | |
| | Terrace | \$10,000 | |
| | Cost for Activity | \$125,000 | |
| 7 | Sidewalk/Walkway Repair | | |
| | Beverly Hills Park | \$20,000 | Beverly Hills Park- 1584 feet, Grant Mahoney-661 feet. |
| | Grant Mahoney | \$20,000 | |
| | Cost for Activity | \$40,000 | |
| 8 | Lighting Improvements | | |
| | Bocce courts | \$30,000 | Bocce courts at Amador. |
| | Cost for Activity | \$30,000 | |
| 9 | Tree Replacement | | |
| | Delta Meadows | \$5,000 | Various size trees. Prefer to plant native species. May need to adjust or add irrigation. Dig holes, add soil and fertilizer. Tree stakes/guards. |
| | Washington | \$10,000 | |
| | Cost for Activity | \$15,000 | |
| 10 | Lake Restoration | | |
| | Blue Rock Springs | \$12,000 | Before beginning site work, define area that needs to be restored (actual irrigation pond or surrounding area of the pond) and research needs. |
| | Cost for Activity | \$12,000 | |
| 11 | Additional amenities | | |

| | | | |
|---------------------------|------------------------------|------------------|--|
| | Washington Park | \$20,000 | Reseach what additional ammenities would be appropriate at Park. |
| | Cost for Activity | \$20,000 | |
| 12 | Soccer Goals and Nets | | Field at Richardson had power line in middle of area that would be designated for soccer. Check into relocating power pole. Goals size may be smaller than |
| | Richardson | \$20,000 | |
| | Cost for Activity | \$20,000 | |
| 13 | Drinking Fountains | | Repair or replace existing drinking fountains with ADA compliant. Due to frost and vandalism, may need heavy duty outdoor type. |
| | N. Vallejo | \$4,000 | |
| | Terrace | \$4,000 | |
| | Cost for Activity | \$8,000 | |
| 13 | Ping Pong Tables | | Install two cement ping pong tables. Cost include basepad,set up, and delivery. |
| | Grant Mahoney | \$11,000 | |
| | Cost for Activity | \$11,000 | |
| Total Project Cost | | \$371,500 | |

January 7, 2014

Joanna Altman
Administrative Analyst II
City of Vallejo

RE: Value of Contribution by GVRD to P.B. Park Projects

As requested, here is an estimated value of work to be completed by GVRD staff.

In the calculations below, I have assumed that these projects will take approximately 6 months to complete. Labor costs are a percentage of annual costs.

| | | |
|------|--|-----------------|
| 100% | Maintenance Worker II- | \$70,790 |
| 15% | Park Maintenance Supervisor | \$16,402 |
| 15% | Facility Maintenance Supervisor | \$16,402 |
| 15% | Maintenance Superintendent | \$18,839 |
| 5% | General Manager | \$8,400 |
| | Finance Dept. (1% of \$371,000) | \$3,700 |
| | Equipment and Vehicles | \$5,000 |
| | Misc. materials and outside services not covered by P.B. | <u>\$20,000</u> |
| | Total estimated value of GVRD services and contributions | \$159,533 |

RESOLUTION NO. 13-114 N.C.

AMENDING THE FISCAL YEAR 2013-2014 CIP BUDGET, AUTHORIZING THE IMPLEMENTATION OF (PB E4 PROJECT) THE PARKS AND RECREATION IMPROVEMENTS PROJECT

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 'Parks and Recreation Improvements Projects as described in the 'Description of voter Approved Project Proposal' attached to the staff report on that date, hereinafter, the "Project"; and upon the completion of the Participatory Budgeting election process, the results were presented to this Council, and twelve projects were selected by the public, including 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, on July 9, 2013 City Council approved a Resolution of Intention to amend the Fiscal Year 2013-2014 budget; and

WHEREAS, the Council has received evidence and testimony on the Project, and hereby exercises its authority to make the following findings and to resolve as follows.

NOW, THEREFORE, BE IT RESOLVED that the City of Vallejo makes the following findings:

1. The City Council of the City of Vallejo finds that implementing the Project will improve the quality of life for all Vallejo residents by increasing the opportunities for recreation and exercise in City-owned parks that are managed by the Greater Vallejo Recreation District pursuant to the Master Lease between the City of Vallejo and the Greater Vallejo Recreation District.
2. The Project will provide recreational benefits to families, seniors, school groups, sports teams and anyone who uses park benches, play equipment, restrooms, water fountains,

sidewalks, the bocce ball courts and the PAL field, improving the quality of life of Vallejo residents.

3. The Project will improve Vallejo's image and combat blight at Vallejo parks and recreational facilities. These improvements and repairs provide a public benefit to the City of Vallejo.

BE IT FURTHER RESOLVED that the following conditions must be met prior to the disbursement of funds to each project proponent:

1. Location Approval. Location of project needs will be determined by GVRD and City of Vallejo Staff, (including the Economic Development Department and Planning Division, and the Public Works Department) after input from project proponents. (Site Plan, Unit Plan or other administrative approval needs to be processed).
2. Cooperation with other public entities. Require the cooperation, collaboration, or in-kind contribution from the Greater Vallejo Recreation District as well as the cooperation, collaboration, in-kind contribution and eligibility provided by the Vallejo City Unified School District, owner of the land leased to the Police Activity League (PAL).
3. California Environmental Quality Act (CEQA). Depending on location and specifics of improvements, GVRD and or City Staff will evaluate the project's environmental impact and determine whether the project is exempt from CEQA or requires environmental review.
4. Key Conditions prior to Disbursement of Funds.
 - a. Identify the owners of the 13 properties involved and determine if they are cooperative with regard to this project; if City is not owner, negotiate and execute grant agreement in a form to be approved by City Attorney.
 - b. For GVRD and VCUSD-related improvements:
 - i. GVRD (or public entity) agrees and executes grant agreement detailing improvements, timeline and with specific reporting and delivery provisions;
 - ii. City processes administrative or planning approval for specific improvements and selection of location;
 - iii. Reporting requirements and acceptance of improvements to occur when Project is completed.
 - c. Pursuant to Cal.Gov. Code § 1090, no person who participated in any capacity (whether as a steering committee member, 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.

FURTHER, BE IT RESOLVED that subject to the findings and the conditions set forth in this resolution, the City Council hereby:


1. Amends the Fiscal Year 2013-2014 General Fund and Capital Improvement Program (CIP) Budgets, redistributing \$621,500 from Project Number PB-000 in the CIP Budget to the City's General Fund to implement the Project, and, authorize 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 as set forth in this resolution, consistent with the Vallejo Municipal Code, the PB Rule book and any other applicable authority and authorizes him to use his discretion in making decisions that ultimately promote the goal 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



City Manager's Office · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4576 · Fax 707.648.4426

Participatory Budgeting Program REQUEST FOR PAYMENT FORM

1. GRANTEE NAME and ADDRESS

2. 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 __ Reimbursement __ Final

b) Grant Project Amount:

c) Funds Received to Date:

d) Available (b. minus c.):

e) Amount of this request:

f) Remaining Funds after this Payment (d. minus e.):

5. PROJECT COSTS INCLUDED IN THIS REQUEST 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 purchase order in addition to or in lieu of the Budget Worksheet. If a reimbursement is being requested, please include all invoices or 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: <input type="checkbox"/> Yes <input type="checkbox"/> No | Charge to G/L Account #: _____ |
| Signature: _____ | Date: _____ |



City Manager's Office · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4576 · Fax 707.648.4426

Participatory Budgeting Program PROGRESS REPORT FORM

1. GRANTEE NAME and ADDRESS

2. PROJECT NAME

3. PROGRESS REPORT NUMBER AND PROGRESS REPORT PERIOD

a) #: _____

b) From _____, 201__ to _____, 201__

4. PROGRESS UPDATE Describe percentage of completion of project improvements described in Exhibit A. List all of the locations of project improvements, and describe the activities and/or improvements undertaken during this progress report period. If activities or improvements were not undertaken at a site listed in Exhibit A during this progress report period, do not omit the site; list it and give a brief explanation why no improvements were undertaken in this progress report period (ie .all work completed at the site; other sites receiving priority; seasonal conditions make work difficult; more research is necessary, etc). 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. 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 Project Scope.)

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. 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 _____



City Manager's Office · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4576 · Fax 707.648.4426

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.)

REQUEST FOR CHANGE OF DEVIATION TO PROJECT SCOPE:

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

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.

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

/