



0101-05-09

PB E5 Community Gardens & Nutrition Education Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 17th day of July 2014, by and between the City of Vallejo, a municipal corporation ("CITY"), and Global Center for Success, a tax exempt nonprofit organization ("GRANTEE"), who agree as follows:

A. Project Description

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

Attached hereto as Exhibit "B" is Resolution No. 13-117 N.C. approving the Community Gardens & Nutrition Education Project ("Project") and naming Vallejo People's Garden and the garden at the Reynaissance Family Center as funds recipients, setting forth project conditions, and authorizing the City Manager to take any and all required actions to implement the project.

Attached hereto as Exhibit "C" is a letter identifying the Global Center for Success as the project proponent that will receive the monies on behalf of Vallejo People's Garden and the garden of the Reynaissance Family Center.

B. Project Implementation

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$35,000.00, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits A, B, and C of this Agreement and pursuant to all other terms and conditions set forth herein.

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

2. The GRANTEE shall complete the Project by March 31, 2015. The GRANTEE shall begin the Project by June 2014.

3. The GRANTEE certifies that the Project does and will continue to comply with all laws and regulations which apply to the Project, including, but not limited to building codes, environmental laws (including but not limited to the California Environmental Quality Act), health and safety codes, and disabled access laws.

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

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

provided under this Agreement.

The GRANTEE requests for changes or deviations to the Action Plan shall be presented through Section 6 of the Progress Reports (Exhibit E) required for submittal by the dates identified in F.1 or through a Change Order Form (Exhibit F). The CITY shall review the Progress Reports and Change Order Forms for any request for changes or deviations presented therein and promptly notify the GRANTEE of the CITY's decision.

6. All actions and approvals, required to be taken by the CITY under this Agreement, may be taken by its City Manager or his/her designee.

C. Acknowledgment of Funding Source

Unless otherwise agreed upon between the parties, the GRANTEE agrees that any publications, studies, or reports which are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project will acknowledge the CITY's support in the following manner: "Funding for this project has been provided by a community supported Participatory Budgeting Project using City of Vallejo Measure B Funds."

D. Project Costs, Requests for Payment, Advances

1. The GRANTEE agrees to use all Grant Funds provided by the CITY under the terms of this Agreement solely for the Project herein described.

2. Grant Funds provided to the GRANTEE under this Agreement shall be disbursed to reimburse grantee for eligible costs within 30 days of the GRANTEE submitting monthly invoices for costs associated with the project to CITY.

3. 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.

4. 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 D. This form must be accompanied by 1) an itemized list of all expenditures that clearly identify the expenditure(s) in relation to the Exhibit A of this Agreement, and 2) supporting documentation, such as receipts, invoices or purchase orders. Payment requests may not be submitted more often than monthly.

2. If the Request for Payment Form is incomplete, inadequate or inaccurate, the CITY will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the GRANTEE by a

contractor, or other consequence, because of delays in payment or other breach of the agreement between the GRANTEE and the contractor are the responsibility of the GRANTEE and are not reimbursable under this Agreement.

3. Final payment of remaining Grant Funds, including amounts withheld from previous payments, shall be paid up to the total amount of the Grant award or the actual Project cost, whichever is less, upon final purchase, receipt of the final progress report and final Request for Payment from the GRANTEE in form and content satisfactory to the CITY.

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

F. Project Review and Documentation

1. The GRANTEE shall submit written progress reports with photographs by September 1, 2014, December 1, 2014, February 1, 2015 and upon final purchase, and upon request by the CITY or as otherwise specified in this agreement. Progress reports must be submitted using the Progress Report Form attached as Exhibit E.

2. Unless otherwise authorized by the CITY in writing, the GRANTEE shall submit all documentation of completion of the Action Plan, including, a final Request for Payment and Project Completion Report in the form of a Progress Report Form within thirty (30) days of Project completion.

G. Project Termination

1. Prior to the completion of the Action Plan, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of termination.

2. If the CITY terminates this Agreement prior to the end of 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 up to project termination, 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. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports.

5. The GRANTEE shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the CITY.

I. Audit Requirements

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

J. Assignment

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

K. No Agency Agreement

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

L. Liability and Insurance

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

- A. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of GRANTEE, CITY, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in



whole or in part by any negligent act or omission of GRANTEE, CITY, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

- B. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of GRANTEE;
- C. Alleged infringement of any patent rights which may be brought arising out of GRANTEE's work;
- D. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- E. GRANTEE's failure to fulfill any of the covenants set forth in the Agreement;
- F. Failure of GRANTEE to comply with the provisions of the Agreement relating to insurance; and,
- G. Any violation or infraction by GRANTEE of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

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

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

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

3. Insurance shall conform to the following requirements:

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
 - 1. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- B. Minimum Limits of Insurance
GRANTEE shall maintain limits no less than:
 - 1. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and accepted by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The CITY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the GRANTEE, including the insured's general supervision of the GRANTEE; products and completed operations of the GRANTEE, premises owned, occupied or used by the GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants.
- b. The GRANTEE's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants shall be excess of the GRANTEE's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers and the Engineer, its officers, directors, employees and subconsultants.
- d. The GRANTEE's coverage applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

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

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

F. Verification of Coverage

The GRANTEE shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind

coverage on its behalf. All certificates and endorsements are to be received and accepted by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

M. Nondiscrimination

The GRANTEE shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, sexual orientation, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.

N. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

O. Waiver

No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach by the other party shall constitute consent to or, waiver of any subsequent or other breach by the other party.

P. Time of the Essence

Time is of the essence with respect to the Completion Date as set forth in Section B of this Agreement. With respect to all other dates set forth therein, GRANTEE shall use best efforts to accomplish the tasks by the specified dates.

Q. Amendment

This Agreement may be amended by mutual agreement in writing between GRANTEE and CITY. Any request by the GRANTEE for amendments must be in writing stating the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than sixty (30) days before the effective date of the proposed amendment.

R. Notices

All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

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

If to the GRANTEE: Amanda Cundiff
Vallejo People's Garden
c/o Global Center for Success
1055 Azuar Drive
Vallejo, CA 94592

S. List of Exhibits

Exhibit A - Action Plan
Exhibit B - Resolution No. 13-117 N.C.
Exhibit C - Letter Regarding Funds Recipients
Exhibit D - Request for Payment Form
Exhibit E - Progress Report Form
Exhibit F - Change Order Form

T. Entire Agreement

This Agreement, and the attached exhibits, 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)

GLOBAL CENTER FOR SUCCESS

CITY OF VALLEJO,
a municipal corporation

By: Elvie DeLeon
Elvie DeLeon,
Executive Director

By: Daniel E. Keen
Daniel E. Keen
City Manager

DATE: 7-3-2014

DATE: 7-17-14

ATTEST:

(City Seal)

By: Dawn Abrahamson
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

Joanna Altman
Joanna Altman
Administrative Analyst II

APPROVED AS TO FORM:

Donna Mooney
Donna Mooney
Chief Assistant City Attorney


Exhibit A: Action Plan
Vallejo People's Garden & Reynaissance Family Center

This document outlines how the Vallejo People's Garden and Reynaissance Family Center will use City of Vallejo Measure B Participatory Budgeting (PB) project funds to achieve the goals of the Community Gardens & Nutrition Education Project approved during the first cycle of PB in 2013. It contains the following sections: Project Activities, Budget, Timeline/Project Schedule and Public Benefits made possible with PB Funds.

Project Activities:

With PB project funds, the Vallejo People's Garden and Reynaissance Family Center will expand their garden and nutrition-related educational opportunities to all Vallejo residents. In particular, the grantee will make educational activities available to (1) school children under the age of 18 and (2) Vallejo residents without easy access to fresh produce or garden space.

- A. "Garden Mobile:" Urban garden education center/produce stand/tool shed on wheels
 - a. The design and drafting of a mobile "urban garden promotion" vehicle or trailer to be attached to a truck. Vehicle or trailer will have the capacity to store garden tools including gloves, trowels, shovels and rakes. It will also be designed to serve as a fresh produce dispensary, with containers to display and store produce for short trips. The garden-mobile will also offer educational displays.
 - b. Global Center for Success will accept full responsibility for the Garden Mobile, including vehicle registration, automobile liability insurance, maintenance, etc.. It is understood that operating the Garden Mobile may require ongoing costs, and the Global Center for Success accepts all costs not included in this Action Plan and all costs that may arise after the duration of this Project.
 - c. Materials to be purchased to build the Garden Mobile: used vehicle, wagon, or trailer, construction supplies and interpretive signs.
- B. Native plant-based contemplative demonstration garden at Global Center for Success
 - a. A peaceful garden where community members can relax. The garden will include fruit trees, an olive tree, a meandering pathway made of decomposed granite, benches, drought resistant shrubs and plants, artichoke plants, perennial flowers to attract hummingbirds and butterflies, aromatic herbs in containers interspersed around the garden area
 - b. Materials to be purchased to build the demonstration garden (if they are not donated): Decomposed granite for walkways, native plants, fruit trees, benches, border materials and interpretive signs.
 - c. This new garden will be located between the two buildings on GCS's site, a couple hundred feet from the original Vallejo People's Garden.
- C. Part-time Education Coordinator
 - a. An education coordinator working part-time for six months.
 - b. This person will help coordinate volunteer efforts and educational workshops at the VPG and other gardens across Vallejo for a period of six months.

- c. This person will work toward (1) growing our committed volunteer base, (2) establishing more connections with schools, and (3) coordinating the creation of the garden-mobile and its educational displays.

Budget:

Garden Education Mobile	
Design and drafting	\$400
Trailer or vehicle to be converted	\$11,000
Lumber and hardware to retrofit trailer or vehicle	\$4,500
Interpretive signs and displays	\$1,000
Tools and gloves to stock the vehicle's "shed"	\$500
Labor	\$2,000
Community outreach efforts (including fuel for the Garden Mobile, stipends for instructors who use the vehicle to teach workshops)	\$1,500
<i>Subtotal</i>	\$20,900
GCS Contemplative Demonstration Garden	
Decomposed granite for walkways	\$2,000
Fruit and olive trees	\$500
Garden infrastructure e.g. benches bed edges and containers	\$2,000
Native plants	\$100
Interpretive signs	\$500
Equipment rental	Donation expected
Soil	Donation expected
Plants & seeds	Donation expected
Additional garden infrastructure needs	Donation expected
<i>Subtotal</i>	\$5,100
Education & Development Coordinator	
Part-time staff position for six months (August 2014 – January 2015) \$20/hour (depending on experience) at 16- 17 hours/week	\$9,000
TOTAL	\$35,000

The Global Center for Success expects to secure some of the items included in this budget through donation. As items are donated, the Global Center for Success will inform the City using the Progress Report Form. If donations alter the above budget or materials to be purchased with PB project funds, the Grantee will use the Change Order Form to request the City's approval for new or altered expenditures.

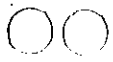
As stated in Resolution 13-117 N.C. (as Exhibit B to this agreement), "Pursuant to Cal. Gov. Code §1090, no person who participated in any capacity (whether as a delegate, proponent or advisor) during the Participatory Budgeting process for this Project may personally benefit by receipt of any funds contained in any grant agreement for this Project authorized by this resolution." The Global Center for Success will ensure that no funds will be provided to any vendors, volunteers or instructors or to the Education & Development Coordinator where the above statement applies.

Timeline/Project Schedule:

	Garden mobile	GCS garden	Coordinator
July 2014	Design and drafting of vehicle;	Develop plan for demonstration garden	Draft job description and advertise
August 2014	Search for options to convert to "Garden Mobile";		Hire part-time coordinator
September 2014	Purchase vehicle or trailer to be converted		Coordinator is working 20 hours/week
October 2014	Convert/retrofit vehicle or trailer	Gather, purchase, and solicit donated materials	
November 2014			
December 2014			
January 2015	Unveil finished Garden mobile;	Install demonstration garden at GCS	
February 2015	Use for inaugural school visits		
March 2015			

Public Benefits made possible by PB Funds:

There are direct benefits to the public as a result of these expenditures. As Vallejo People's Garden has already demonstrated, a single community garden on Mare Island can have far-reaching effects across the city of Vallejo. Vallejo People's Garden and Reynaissance Family Center will reach more citizens of Vallejo by creating a mobile education tool. People all over the city will see this garden-mobile at schools, places of worship, farmers markets, and more. It will benefit the public by bringing the tools and knowledge to different parts of town to help other



groups start gardens. Vallejo People's Garden has offered resources to additional groups that want to start gardens. This mobile will help Vallejo People's Garden aid those groups as well and into the future. The mobile and the paid coordinator will also bring the vegetables grown at the Vallejo People's Garden and the Reynaissance Family Center to more places in the city, like senior centers and subsidized housing units, and do cooking demonstrations with the produce for the residents. The demonstration garden at the GCS will be accessible to the public and will be a retreat and learning center for those who wish to use it.

RESOLUTION NO. 13-117 N.C.

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

WHEREAS, Pursuant to Resolution No. 12-064 N.C. the City Council of the City of Vallejo declared its intent to establish a Participatory Budgeting process with the goal of allocating a minimum of 30% of the 1% sales tax monies, Measure B funds, collected over a 15 month period from April 1, 2012 through June 30, 2013; and

WHEREAS, upon the completion of the Participatory Budgeting election process, the results were presented to this Council on May 28, 2013, and twelve projects were selected by the public, including 'Community Gardens and Nutrition Education' as described in the PB E5 Project, Community Gardens and Nutrition Information, 'Description of voter Approved Project Proposal' attached to the staff report on that date, hereinafter, the "Project"; and

WHEREAS, Pursuant to Resolution No. 12-138 N.C. the Council adopted the Participatory Budgeting Rulebook determining that Participatory Budgeting Projects are eligible for funding if they meet the following criteria:

1. They benefit the public.
2. Are a one-time expenditure that can be completed with funds from the FY2012/2013 budget.
3. Are implemented by the City of Vallejo, or in collaboration with the Vallejo City Unified School District, the Greater Vallejo Recreation District, or any other Public Agency, non-profit organization, or religious institution that operates in Vallejo. Projects implemented by non-city public agency must also include financial or value in kind contributions. Projects implemented by non-profit organizations or religious institutions must also meet the eligibility guidelines used by the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program; and

WHEREAS, local government leaders are in a unique position to promote healthy eating and active living in their communities by supporting community gardens; and

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Council has received evidence and testimony on the Project.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Vallejo finds the foregoing recitals to be true and additional finds that implementing this Project will provide a public benefit based on the recitals above and offer physical and mental health benefits to the public by providing opportunities to:

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

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

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

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

2. California Environmental Quality Act (CEQA). Depending on location and concurrent with administrative approval, City staff will evaluate the project's environmental impact and determine whether the project is exempt from CEQA or requires environmental review.
3. Each project proponent must submit grant applications(s) with specific eligibility requirements which will be established by the City Manager in a form as approved by the City Attorney. The Grant application must include the following proof of eligibility:
 - a. A description of the proposed budget and the goods and services expected as a result.
 - b. A description of the specific benefits being provided to the public.


- c. Pursuant to Cal.Gov. Code § 1090, no person who participated in any capacity (whether as a delegate, proponent or advisor) during the Participatory Budgeting Process for this Project may personally benefit by receipt of any funds contained in any grant agreement for this Project authorized by this resolution.
4. Key Conditions prior to Disbursement of Funds.
- a. Process administrative approval for siting at foregoing locations.
 - b. Grant agreement(s) in amounts consistent with Project Proposal Form and which incorporate(s) above principles need to be executed, in a form approved by the City Attorney. Each location can proceed individually to meet their requirements and obtain grant funds.
 - c. Private nonprofit project proponents need to show proof of eligibility, ability to contract and demonstrate ability to deliver services to the public among other requirements consistent with this resolution.
 - d. Pursuant to Cal.Gov. Code § 1090, no person who participated in any capacity (whether as a delegate, proponent or advisor) during the Participatory Budgeting Process for this Project may personally benefit by receipt of any funds contained in any grant agreement for this Project authorized by this resolution.
5. Disbursement of Grant Funds:
- a. Grant funds will be disbursed through a structured program. The program will include direct payment to local vendors for materials and to professional contractors for specific services.
 - b. Funds will be administered through a purchase order system.
 - c. Goods and services will be required to be purchased at or completed by local vendors.
 - d. In most cases, project applicants will not receive City funds directly.

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

1. Amend the Fiscal Year 2013-2014 General Fund and Capital Improvement Program (CIP) Budgets, redistributing \$146,500 from Project Number PB-000 in the CIP Budget to the City's General Fund to implement the Project, and authorizes the City Manager the administrative authority to execute any and all agreements, subject to review by the City Attorney, and to take any and all required actions to implement the Project, consistent with this Resolution, the Vallejo Municipal Code, the PB Rule book and any other applicable authority and additionally authorizes him to amend the project so as to ultimately promote the goals of the Project as set forth in the 'Description of voter-approved Project Proposal'.
2. Directs the City Manager to report to the City Council once the project is complete.

Adopted by the City Council of the City of Vallejo at a regular meeting held on July 23, 2013 by the following vote:

AYES: Mayor Davis, Vice Mayor Gomes and Councilmembers Brown, Malgapo, McConnell, Sampayan, and Sunga
NOES: None
ABSTAIN: None
ABSENT: None



OSBY DAVIS, MAYOR

ATTEST:



DAWN G. ABRAHAMSON, CITY CLERK



Global Center for Success, Inc.

June 23, 2014

Ms. Alea Gage
Administrative Analyst I – Participatory Budgeting
City of Vallejo – City Manager’s Office
555 Santa Clara Street
Vallejo, CA 94590

Dear Alea:

In connection with the City of Vallejo Participatory Budgeting Year I grant fund allotments to the Global Center for Success and the Reynaissance Family Center, this is to confirm that the Global Center for Success will receive and manage a total of \$35,000 and will put that funding to use on behalf of and to benefit both organizations.

Our signatures below confirm this agreement.

Elvira B. DeLeon
Executive Director
Global Center for Success Center

Rey M. Bernardes
Executive Director
Reynaissance Family Center

1055 Azuar Drive · Mare Island, Vallejo, CA · 94592

Phone: 707-562-5673 · FAX: 707-562-5675

Email: joshua18success@aol.com www.globalcenterforsuccess.org

Facebook: www.facebook.com/globalcenterforsuccess



Participatory Budgeting Vallejo

555 Santa Clara Street • Vallejo, California • 707.648-4041



Participatory Budgeting Program REQUEST FOR PAYMENT FORM

1. GRANTEE NAME and ADDRESS

2. PB PROJECT NAME

3. NUMBER AND PERIOD OF PURCHASE ACTIVITY

a) #: _____

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

4. AMOUNT OF PAYMENT REQUEST AND GRANT FUNDS BALANCE

a) Type of Payment Requested: ___ Advance (through Purchase Order) ___ Reimbursement ___ Final

b) Grant Project Amount:

c) Funds Received to Date:

d) Available prior to this request (b. minus c.):

e) Amount of this request:

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

5. PROJECT COSTS INCLUDED IN THIS REQUEST

a) Detail project costs in an itemized fashion. A "Budget Worksheet" is attached to use for this section. If an advance is being requested, please include a quote or bid from a vendor that the City can use to generate purchase order in addition to or in lieu of the Budget Worksheet. If a reimbursement is being requested, please include all invoices or receipts.

b) When possible, the City requests that items are purchased from vendors located in Vallejo. Please list any items purchased outside of Vallejo and a brief explanation of why it was difficult to purchase locally.

NOTE: Requests for payment can include materials purchased or ordered after July 23, 2013.



Participatory Budgeting Vallejo

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Participatory Budgeting Program PROGRESS REPORT FORM

1. GRANTEE NAME and ADDRESS

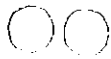
2. PB PROJECT NAME

3. PROGRESS REPORT NUMBER AND PROGRESS REPORT PERIOD

a) #: _____

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

4. PROGRESS UPDATE Describe percentage of materials purchased and activities undertaken as described in Exhibit A: Action Plan. If materials were not purchased or requested or activities were not undertaken as listed in Exhibit A during this progress report period, do not omit them; list them and give a brief explanation of the planned timeline for making purchases or completing activities. Attach additional page if necessary.



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.

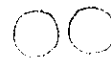
Printed Name _____

Title _____

Signature _____

Date _____

OFFICIAL USE ONLY	
Approved for Payment: <input type="checkbox"/> Yes <input type="checkbox"/> No	Charge to G/L Account #: _____
Signature: _____	Date: _____



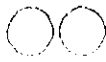
5. GRANT FUNDS BALANCE

- a) Grant Project Amount:
- b) Funds Received to Date:
- c) Available (a. minus b.):

6. ANTICIPATED OR PLANNED ACTIVITIES FOR NEXT PROGRESS REPORT PERIOD

- a) Describe the activities (and at which sites, when applicable) that are anticipated or planned.

b) If applicable, please describe and explain the need for changes or deviations from Exhibit A: Action Plan. Use the budget worksheet below to show changes or deviations in expenditures. (If changes or deviations are necessary, please sign on the last page of this document. After review from the City Manager or designee, you will be informed if approval has been granted to change or deviate from the Action Plan.)



5. PHOTOGRAPHS Please provide photographs of project progress in digital format. Note the date and location of the photograph and provide a brief description.

6. MEASURING THE IMPACT OF GRANT FUNDS Please describe, in numerical terms if possible, the impact of grant funds. Examples include how many residents visited the garden, took part in educational programming, or used materials purchased with grant funds; the number of volunteer hours; poundage (pounds of produce); etc.

7. APPLICANT SIGNATURE

I hereby declare under the penalty of perjury that the goods or materials covered by this report have been performed in accordance with the project specifications, are complete and accurate, and are eligible under the agreement.

Printed Name _____

Title _____

Signature _____

Date _____

REQUEST FOR CHANGE OF DEVIATION TO ACTION PLAN:

REQUESTED BY:
GRANTEE NAME:

By:
NAME OF CONTACT:

TITLE:

DATE: _____

APPROVAL GRANTED:
CITY OF VALLEJO,
a municipal corporation

By: _____
Daniel E. Keen
City Manager

DATE: _____

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

(City Seal)

Daniel E. Keen
City Manager

APPROVED AS TO FORM:

Claudia Quintana
City Attorney



Participatory Budgeting Vallejo

555 Santa Clara Street • Vallejo, California • 707.648-4041



Participatory Budgeting Program CHANGE ORDER FORM

1. GRANTEE NAME and ADDRESS

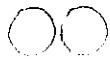
2. PB PROJECT NAME:

3. CHANGE ORDER NUMBER:

4. REQUESTED CHANGE IN ACTION PLAN

a) Please describe and explain the need for changes or deviations from Exhibit A (Action Plan). If applicable, please explain how this change may affect the timeline for purchasing funds or completing activities with grant monies.

b) Provide details showing how the requested change modifies the list of materials to be purchased and/or activities undertaken. This may include a description of costs of new items or activities, altered items or activities or anticipated items or activities that will not be purchased or performed. (The attached "Budget Worksheet" is attached to use for this section. Only include items that do not appear in the Action Plan, or are changed.) Show how the change will not affect the total grant monies to be received from the City.



5. APPLICANT SIGNATURE

I hereby declare under the penalty of perjury that the goods or materials covered by this report have been performed in accordance with the project specifications, are complete and accurate, and are eligible under the agreement.

Printed Name _____

Title _____

Signature _____

Date _____

Please sign on the last page of this document. After review from the City Manager or designee, you will be informed if approval has been granted to change or deviate from the Action Plan.

This Change Order modifies and amends the provisions of that certain Contract dated _____, by and between the City of Vallejo and _____ (Grantee Name).

REQUESTED BY:
GRANTEE NAME:

APPROVAL GRANTED:
CITY OF VALLEJO,
a municipal corporation

By:
NAME OF CONTACT:

TITLE:

DATE: _____

By: _____

Daniel E. Keen
City Manager

DATE: _____

ATTEST:

By: _____

Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

(City Seal)

Daniel E. Keen
City Manager

APPROVED AS TO FORM:

Claudia Quintana
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AG Financial Insurance Solutions, LLC 3900 S Overland Ave Springfield MO 65807	CONTACT NAME: Colleen Broughton PHONE (A/C No. Ext): (866) 662-8210 FAX (A/C No.): (417) 447-7475 E-MAIL ADDRESS: cbroughton@agfinancial.org													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Church Mutual Insurance Company</td> <td>18767</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Church Mutual Insurance Company	18767	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED GLOBAL CENTER FOR SUCCESS, INC. REYNAISSANCE FAMILY CENTER 1055 AZUAR AVE VALLEJO CA 94592-1041														

COVERAGES CERTIFICATE NUMBER: GLOBAL COI 090113 REVISION NUMBER:

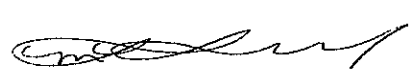
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	0672841-02-590929	5/25/2013	5/25/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 1,000,000
						\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		0672841-02-619132	9/01/2013	9/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		0672841-81-590931	5/25/2013	5/25/2016	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000					
	\$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0672841-07-597813	7/01/2013	7/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Hired, Non-Owned Autos		0672841-02-590929	5/25/2013	5/25/2016	H/NO Automobile Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Vallejo is named as an Additional Insured in respect to being a funding source for the Participatory Budgeting grant fund.

CERTIFICATE HOLDER

CANCELLATION

agage@ci.vallejo.ca.us City of Vallejo PO Box 1432 Vallejo, CA 94590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Miriam Self/BRCO 
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