

PB Cycle 3 – Vallejo City Unified School District After School Sports Program – Soccer & Basketball Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 21st day of April 2016, by and between the City of Vallejo, a municipal corporation ("CITY"), and the Vallejo City Unified School District (VCUSD) ("GRANTEE"), a public agency, who agree as follows:

A. Project Description

Attached hereto in "Exhibit A" is a description of the "deliverables" and estimated budget for technology equipment purchases for fourteen VCUSD schools as identified in Exhibit A, constituting "the Project" herein, Exhibit "A" is referred to as 'Project Scope'.

Also attached hereto as "Exhibit B" is Resolution No. 15-140.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 \$50,000, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits A and B of this Agreement and pursuant to all other terms and conditions set forth herein. The Project Scope includes deliverables and estimated costs for each deliverable. The GRANTEE is contractually bound to complete each deliverable listed in the Project Scope.

Once the GRANTEE has completed the deliverables as itemized in the Project Scope, the GRANTEE may request written approval from the CITY to expend any remaining Grant Funds for purposes identified in Exhibit A and Exhibit B. This shall be considered a change or deviation from the original Project Scope, per B.6. Approval for these additional improvements or allocations shall be granted or denied at the CITY's sole discretion.

2. The GRANTEE shall complete the Project by June 30, 2017.

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

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

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

6. The GRANTEE shall obtain the CITY's written approval of any change or deviation from the original Project Scope set forth in both Exhibits A and B, including changes to any of the deliverables or costs identified in the Project Scope (Exhibit A). Any modification to the Project or Project Scope must also comply with all current laws and regulations and all other requirements of this Agreement, and the Project must be completed with available funding from the GRANTEE and funds provided under this Agreement.

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

7. All actions and approvals required to be taken by the CITY under this Agreement shall be approved by its City Manager or his/her designee.

C. Acknowledgment of Funding Source

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

D. Project Costs, Requests for Payment, Advances

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

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

3. The GRANTEE shall use any income earned by the GRANTEE from use or implementation of the Project or the Project site to further the general purposes of the Project, or, if approved by the CITY, for other purposes consistent with Participatory Budgeting and within the geographic boundaries of CITY.

4. Grant Funds under this Agreement must be expended within the time frame of the Project Performance Period as set forth in Section B of this Agreement.

5. Except as otherwise provided herein, the GRANTEE shall expend Grant Funds in the manner described in the Exhibits approved by the CITY.

E. Payment Process and Documentation

1. All Requests for Payments must be submitted using a completed Request for Payment Form attached as Exhibit C. This form must be accompanied by 1) an itemized list of all expenditures according to Project Budget Categories, and 2) supporting documentation that clearly identifies the expenditure(s) in relation to the Project Budget Categories in Exhibit A of this Agreement, and 3) documentation that demonstrates the program participants meet Housing and Urban Development (HUD) Community Development Block Grant (CDBG) guidelines, per Exhibit A of this Agreement. Payment requests may not be submitted more often than monthly.
2. If the Request for Payment Form is incomplete, inadequate or inaccurate, the CITY will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the GRANTEE by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the GRANTEE and the contractor are the responsibility of the GRANTEE and are not reimbursable under this Agreement.
3. Final payment of remaining Grant Funds, including amounts withheld from previous payments, shall be paid up to the total amount of the Project (as stated in B.1) or the actual Project cost, whichever is less, upon completion of the Project, receipt of the final report and final Request for Payment from the GRANTEE in form and content satisfactory to the CITY, and the satisfactory completion of a site inspection by the CITY.
4. Final payment is contingent upon the CITY's verification that the Project, as implemented, is consistent with the Project Scope as described in Exhibits A and B, together with any CITY-approved amendments to the Project Scope.

F. Project Review and Documentation

1. The GRANTEE shall submit quarterly written progress reports with photographs, or upon final payment, and upon request by the CITY or as otherwise specified in this agreement. Progress reports must be submitted using the Progress Report Form attached as Exhibit D.
2. Unless otherwise authorized by the CITY in writing, the GRANTEE shall submit all documentation of Project completion, including, a final Request for Payment and Project Completion Report in the form of a Progress Report Form within thirty (30) days of Project completion.

G. Project Termination

1. Prior to the completion of the Project, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of termination.
2. If the CITY terminates this Agreement prior to the project completion date stated in B.2, the GRANTEE shall take all reasonable measures to prevent further costs to the CITY hereunder. The CITY shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE under this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

H. Financial Records

1. The GRANTEE shall establish an official file for the Project. The file shall contain adequate documentation of all actions that are taken with respect to the Project.
2. The GRANTEE shall keep separate and complete accounting records for receipt, deposit, and payment of all Project funds, including interest.
3. The GRANTEE agrees that adequate supporting documentation shall be maintained in sufficient detail to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.
4. The GRANTEE shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all Project funds, including non-City funds, interest earned, and any matching funds by the GRANTEE and the total cost of the Project. Time and effort reports shall also be required for consultants and contractors. Adequate supporting documentation shall be maintained by consultants and contractors in sufficient detail to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.
5. The GRANTEE shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the CITY.

I. Audit Requirements

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

J. Assignment

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

K. No Agency Agreement

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

L. Liability and Insurance

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

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

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

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

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

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

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 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 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 and \$4,000,000 aggregate.
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.
4. Sexual abuse and Molestation Coverage: \$3,000,000 per occurrence and \$5,000,000 aggregate.

C. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention greater than \$10,000 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.

GRANTEE shall name CITY as additional insured.

G. Subcontractors

The GRANTEE shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

The GRANTEE shall ensure that all subcontractors include the City as additional insured.

M. Nondiscrimination

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

N. Severability

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

O. Waiver

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

P. Time of the Essence

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

Q. Amendment

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

R. Notices

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

If to CITY: Alyssa Alford
Administrative Analyst I
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590
707 648 4577
alyssa.alford@cityofvallejo.net

If to GRANTEE: Cheri Summers
Chief Academic Officer, Academic Achievement and Accountability
Vallejo City Unified School District
665 Walnut Avenue
Vallejo, CA 94592
(707) 556-8921 X50003
CSummers@vallejo.k12.ca.us

S. List of Exhibits

Exhibit A - Project Scope
Exhibit B - Resolution No. 15-140 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)

VALLEJO CITY UNIFIED SCHOOL
DISTRICT, a public agency

CITY OF VALLEJO,
a municipal corporation

By: 
Cheri Summers
Chief Academic Officer
Director of Academic Achievement
and Accountability


By: 
Daniel E. Keen
City Manager

DATE: 4/21/16

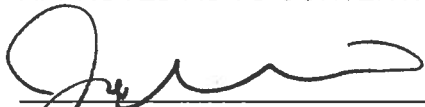
DATE: April 13, 2016

ATTEST:

(City Seal)

By: 
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:


Joanna Altman
Administrative Analyst II

APPROVED AS TO FORM:

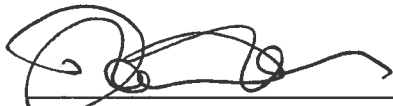

Donna Mooney
Chief Assistant City Attorney

EXHIBIT A: PROJECT SCOPE

This document outlines how the Vallejo City Unified School District (VCUSD) will use City of Vallejo Measure B funds allocated through Participatory Budgeting (PB) to achieve the goals of the *Afterschool Sports Program – Soccer & Basketball* project approved during the third cycle of PB in 2015.

1) Goals of the PB Project: After School Sports Program – Soccer & Basketball

The After School Sports project will fund coaches to provide instruction in afterschool basketball and soccer programs to achieve the following goals:

- Offer sports training opportunities to students at 14 VCUSD elementary and middle schools already identified as a participant in the After School Education and Safety Program (ASES)
- Provide the opportunity for children to become involved in a sport regardless of their economic background

The PB project will fund afterschool sports programs to be implemented at the following VCUSD ASES schools:

1. Beverly Hills Elementary
2. Federal Terrace Elementary
3. Johnson Cooper Elementary School
4. Highland Elementary
5. Lincoln Elementary
6. Loma Vista Environmental Science Academy
7. Mare Island Health and Fitness Academy
8. Dan Mini Elementary
9. Grace Patterson Elementary
10. Steffan Manor Elementary
11. Elsa Widenmann Elementary
12. Franklin Middle School
13. Solano Middle School
14. Hogan Middle School

2) Deliverables

VCUSD shall find, screen and select professional coaches to implement the sports program at VCUSD sites listed in (#1). VCUSD is responsible for monitoring attendance and performance of coaches.

A) VCUSD shall provide the following deliverables:

1. Provide Afterschool Program Coordinator to implement program at designated site.
2. Assign ASES Site Coordinators at each site to oversee program and provide direct supervision to professional coaches.
3. Coordinate and document schedule of practice sessions and games with professional coaches.
4. Provide field space for basketball and sports programming.

5. Provide bus transportation to games

B) VCUSD is responsible for assuring professional coaches provide the following deliverables:

Soccer Coaches – September 2016 to November 2016

1. Provide program curriculum and schedule to ASES District Coordinator.
2. Soccer Training:
 - a. 20 one-hour training sessions for 10 school sites for no more than 20 students in grades 1st-3rd
 - b. 20 one-hour training sessions for 4 school sites for no more than 20 students in grades 6th-8th
 - c. All necessary equipment for training sessions
3. Soccer Games:
 - a. 14 games that include 30 minute warm-up, two 25 minute halves, one 5 minute half-time break
 - b. Complete field-set up for each game: stripe field, 4 corner flags, 2 soccer goals and nets, 3 game balls
 - c. Provide 1 official referee and two coaches at each game
4. Custom T-Shirts for all participating students (not to exceed 20 per site) with school name and player number
5. Coordination with ASES Site Coordinators for practice sessions and game times
6. Training and Game Schedule

Basketball Coaches - April 2016 to May 21, 2016

1. Provide program curriculum and schedule to ASES District Coordinator.
2. 21 hours of basketball practice sessions provided by trained basketball coaches for no more than 20 students at each of the 14 ASES school sites
3. All necessary equipment for practice and game play
4. Coaching during three games for each of the 14 ASES school sites (two midterm games and one final game)
5. Supervision no more than 20 students by the coaches during all games, practice sessions and during transportation to game sites (one time per site)
6. Use of the Mare Island Sports Complex for the final game
7. Project T-Shirts for all participating students (not to exceed 20 per site) customized with school logo
8. Practice and game schedule
9. Coordination with ASES Site Coordinators for practice sessions and games
10. Training and Game Schedule

The successful completion of all deliverables in 2(A) an 2(B) shall occur on or before June 30, 2017.

3) Invoicing & Proof of Eligibility

Deliverables shall be considered complete and may be invoiced to the City of Vallejo for reimbursement when all of the following have occurred and been documented:

1. Quarterly progress reports have been submitted in accordance with the contract clause F.1.
2. The school location(s) where services/equipment have been delivered are one of the 14 ASES schools listed in (1) of the Project Scope
3. All program participants have been documented as residents within the incorporated limits of the City of Vallejo
4. At least 51 percent or more of all program participants come from low- to moderate-income households, documented by paystubs, tax returns, proof of public benefits, or other proof of income provided from a public agency

# in household	1	2	3	4	5	6	7	8
Annual household Income								
<i>Extremely Low</i>	15,650	17,900	20,150	22,350	24,150	25,950	27,750	29,550
<i>Very Low Income</i>	26,100	29,800	33,550	37,250	40,250	43,250	46,200	49,200
<i>Lower</i>	31,320	36,760	40,260	44,700	48,300	51,900	55,440	59,040
<i>Moderate</i>	41,750	47,700	53,650	59,600	64,400	69,150	73,950	78,700

5. All PB-funded program and service projects must meet the existing City-implemented Housing and Urban Development (HUD) Community Development Block Grant (CDBG) guidelines and qualifications.

Only deliverables listed in the Budget (see #3) are eligible for reimbursement or payment by CITY under the terms of this agreement so long as the purchase occurs prior to the contract expiry date listed in Section B of this signed grant agreement and do not exceed the amount listed in the budget. Administrative, overhead, or other indirect costs, or other deliverables not listed in the Budget, are not eligible for reimbursement.

VCUSD shall submit Requests for Payment for reimbursement or direct payments to the vendor according to the terms of this agreement as stated in Section E of this signed grant agreement.

4) Budget

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

VCUSD shall submit Requests for Payment for reimbursement according to the terms of this agreement as stated in Section E. All payments by CITY shall be according to the terms of payment specified within this VCUSD-CITY agreement, not to exceed the amount listed in the Budget.

Description	Per Site	Total Sites
Soccer Program Contract	\$ 1,700.00	\$ 23,800.00
Basketball Program Contract	\$ 1,560.00	\$ 21,840.00
T- Shirts for Participants	\$ 280.00	\$ 3,920.00
Subtotal		\$ 49,560.00
Contingency		\$ 440.00
Total	\$3,540	\$50,000

5) VCUSD Contribution

In accordance with the Cycle Participatory Budgeting Rulebook, "projects implemented by non-City public agencies must also include financial or value in-kind contributions." VCUSD agrees to provide the following as an in-kind contribution:

Description	Per Site	Total Sites
Soccer Program		
Field Rental for Soccer \$20/hr	\$ 400.00	\$ 5,600.00
Bus Trip for Game	\$ 280.00	\$ 3,920.00
Basketball Program		
Basketball Court Rental, \$50/hr	\$ 1,500.00	\$ 21,000.00
Bus Trip for Game	\$ 280.00	\$ 3,920.00
Personnel		
Project Administration and Management	\$ 600.00	\$ 8,400.00
ASES Site staff coordination of games and Project Coordination		
Total	\$3,060	\$42,840

RESOLUTION NO. 15-140 N.C.

A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF "AFTERSCHOOL SPORTS PROGRAM – SOCCER & BASKETBALL" PROJECT

WHEREAS, upon the completion of the Participatory Budgeting election process, the results were presented to this Council on December 8, 2015, and five projects were selected by the public, including the "After School Sports – Soccer & Basketball" project as described in the "Cycle 3 Vote Results" attached to the staff report on that date, hereinafter, the "project"; and

WHEREAS, Pursuant to Resolution No. 15-008 N.C. the Council adopted the Participatory Budgeting Cycle 3 Rulebook determining that Participatory Budgeting Projects are eligible for funding if they meet the following criteria:

1. Provide primary benefit for the public-at-large (or a subset group that is not delineated by exclusive or paid membership in a group, organization, or by participation in a specific activity).
2. Provide a tangible, permanent benefit that allows for broad public access.
3. Are designed to accomplish their goals and fulfill their purpose using funds from the Cycle 3 PB process.
4. Are a capital infrastructure, capital improvement, and/or durable acquisition project implemented for public purposes by the City of Vallejo⁵ and/or a public agency, on public property held by a public agency, within the incorporated City limits.
5. Program and service projects implemented by a public agency and/or pre-qualified 501(c)3 non-profit organization, and meet the existing City-implemented eligibility guidelines used by the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program.

WHEREAS, this Project will offer sports training opportunities to students at 14 elementary and middle schools in Vallejo; and

WHEREAS, the Vallejo Unified School District does not have adequate funding to implement an afterschool program without Participatory Budgeting funds; and

WHEREAS, this Project will provide the opportunity for children to become involved in a sport regardless of their economic background; and

WHEREAS, studies show that investment in afterschool programs mitigates the cost to taxpayers related to drop out rates and juvenile crime; 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 finds the foregoing recitals to be true and additionally finds that implementing this Project will provide a public benefit based on the recitals above.

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

1. Execution of one or more Grant Agreements with the Vallejo Unified School District (VCUSD) not to exceed the amount specified in the Project Proposal.
2. Grant agreement(s) to be in a form as approved by the City Attorney. Each location can proceed individually to meet their requirements and obtain grant funds. The agreement must include the following:
 - a. A description of the services provided for the benefit of the public-at-large.
 - b. A description of the in-kind contribution from the VCUSD.
 - c. Safeguards for accountability and Project delivery including a final report to the City once project is completed.
 - d. 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.
3. The Project funds will be utilized at the 14 elementary and middle schools in Vallejo that are part of the California State After School Education and Safety Programs (ASES).
4. The project implementing partner shall document the project's impact and participants to align with CDBG criteria and guidelines.

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

1. Authorizes the City Manager to implement the Project expending an amount not to exceed \$50,000 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 December 8, 2015 with the following vote:

AYES: Mayor Davis, Vice Mayor Malgapo, Councilmembers Dew-Costa, McConnell, Miessner, Sampayan, and Verder-Aliga
NOES: None
ABSENT: None
ABSTAIN: None


OSBY DAVIS, MAYOR

ATTEST:


DAWN G. ABRAHAMSON, CITY CLERK



Participatory Budgeting Vallejo

555 Santa Clara Street • Vallejo, California • 707.648-4109



Participatory Budgeting Program REQUEST FOR PAYMENT FORM

1. GRANTEE NAME and ADDRESS

2. PB PROJECT NAME

3. NUMBER AND PERIOD OF PURCHASE ACTIVITY

a) #: _____

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

4. AMOUNT OF PAYMENT REQUEST AND GRANT FUNDS BALANCE

a) Type of Payment Requested: ___ Invoice from Vendor ___ Reimbursement ___ Final

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.

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: _____



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.

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 _____

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:
ACCEPTED BY:

By:

Alyssa Alford
Administrative Analyst I

DATE: _____

DATE: _____

APPROVED BY:

Joanna Altman
Administrative Analyst II



**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:
ACCEPTED BY:

By:

Alyssa Alford,
Administrative Analyst I

DATE: _____

DATE: _____

APPROVED BY:

Joanna Altman
Administrative Analyst II