

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN  
CITY OF VALLEJO  
AND  
VALLEJO POLICE ACTIVITIES LEAGUE (PAL)**

This First Amendment to the Principal Agreement made and entered into on November 18, 2015, hereafter referred to as Agreement, between the Vallejo Police Activities League (PAL), a tax exempt non-profit organization, therein referred to as Grantee, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this 3<sup>rd</sup> day of September, 2015.

Grantee and City do mutually agree as follows:

**1. Amendment to Clause B.2 – Project Implementation.** Clause B.2 of the Agreement shall be modified to read:

2. The GRANTEE shall complete the Project by December 31, 2015. Tasks listed in Exhibit A shall be completed, documented and paid in full by GRANTEE on or before the dates listed in the timeline in Exhibit A. Failure to meet any of the dates listed in the timeline shall constitute a breach of contract and the contract will be terminated as per Clause G – Project Termination. Prior to any consideration of an amendment to extend the completion date beyond December 31, 2015, GRANTEE must complete Phase 1, provide documentation of the full payment of costs, and submit a detailed progress report on or before the schedule and budget identified in Exhibit A.

**2. Amendment to Clause B.5 – Project Implementation.** Clause B.5 of the Agreement shall be modified to read:

5. The CITY will withhold funding as described in Exhibit A until the GRANTEE obtains and provides copies of permits and associated invoices and paid receipts to the CITY demonstrating that all tasks in Phase 1 have been completed, including necessary electrical, plumbing and other building permits from the CITY and/or other public agencies using PAL-committed contributions.

CITY funding will not be released for any eligible expenses until all Phase 1 work and tasks have been successfully completed, documented, and paid in full by GRANTEE utilizing the in-kind contribution funding identified in Exhibit A and completed on or before the timeline listed in Exhibit A.

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

**4. Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This

First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Grantee shall perform all duties, obligations and conditions required under the Agreement.

**5. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, and any prior amendment, if any, the provisions of this First Amendment shall control in all respects.

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

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

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

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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

**VALLEJO POLICE ACTIVITIES LEAGUE (PAL),**  
a tax exempt nonprofit organization

BY: Mike Kollar  
Mike Kollar  
Executive Director

DATE: 9/3/15

(City Seal)

**CITY OF VALLEJO,**  
a municipal corporation

BY: Daniel E. Keen  
Daniel E. Keen  
City Manager

DATE: 9-10-15

ATTEST: Dawn G. Abrahamson  
Dawn G. Abrahamson  
City Clerk

APPROVED AS TO CONTENT:

Joanna Altman  
Joanna Altman  
Administrative Analyst II

APPROVED AS TO FORM AND INSURANCE:

Donna Mooney  
Donna Mooney  
Chief Assistant City Attorney

**EXHIBIT A: PROJECT SCOPE**

Construction of a permanent restroom/snack bar in the center of the fields with disability-accessible restroom facilities, a storage closet, and a functional snack bar for participants and spectators.

**Phases of Project**

Phase 1 – Design & Permits: Design and acquisition of necessary permits from the City of Vallejo, the State of California, Vallejo Sanitation & Flood Control District, and PG&E, with copies provided to CITY. VCUSD will allow PAL to connect to its existing onsite water supply which eliminates the need to acquire a full-service water permit (See EXHIBIT G for VCUSD letter allowing connection). PAL shall also obtain all legally required permits including, but not limited to, sanitation & flood, water, building and PG&E. During this phase, PAL will also execute a contract with Romtec for the building construction and turnkey installation to occur in Phase 3.

	<b>Timeline</b>	<b>Cost</b>
Design	by September 30, 2015	\$ 21,980
Permits	by October 31, 2015	\$ 9,240

Phase 2 – Site Prep & Utilities: PAL shall construct a building pad within 6” of the finish floor elevation and the plumbing/electrical utilities placed within 10 feet of the pad and prepared for connection during building installation. Site prep will require the earth to be leveled and compacted, and may also include rock excavation, demolition, and removal of excavated materials. No payment for utilities installation will be processed until Phase 1 is completed according to the timeline below, as determined by City.

	<b>Timeline</b>	<b>Cost</b>
Site Prep	by October 31, 2015	\$ 6,000
Utilities Installation	by October 31, 2015	\$ 29,500

Phase 3 – Romtec Building & Turnkey Installation: Romtec will place a Sierra IV Multi-User Restroom-Concession Building on the building pad. As part of the installation, Romtec will connect the plumbing and electrical utilities, plumbing and electrical rough, excavation and pouring of the footings, foundation and slab, construction and trim-out of the building. Romtec’s five milestones for payment are shown in the budget below. No payment to Romtec or reimbursement to PAL for Romtec deliverables will be processed until Phase 1 is fully complete per the timeline below, as determined by the City.

	<b>Timeline</b>	<b>Cost</b>
Romtec Building & Installation	by December 15, 2015	\$ 216,073
DSA Inspection/Testing	by December 31, 2015	\$ 12,000

Phase 4 – Walkaway Installation & Final Inspection: Disability-accessible pathways will be installed to provide access from the sidewalk(s) on Wallace Avenue to the restroom/concession building. Compacted decomposed granite pathways that rise to finish floor elevation will be acceptable, if accompanied by a maintenance plan. A final inspection by the City of Vallejo Building Division will take place during this final phase.

	<b>Timeline</b>	<b>Cost</b>
Site Access Improvements	by December 31, 2015	\$ 9,000

**PAL Funding Commitments**

Due to the total cost of the project, PAL is required to secure funding from other sources. To date, PAL has secured \$54,548 in additional funding to supplement city funds.

<b>Supplemental Funding Source</b>	<b>Available</b>	<b>Confirmed</b>
PAL - Hurricanes	\$ 2,000	\$ 2,000
PAL - Field Redevelopment	\$ 4,348	\$ 4,348
PAL - Soccer	\$ 2,000	\$ 2,000
PAL - German Soccer	\$ 12,000	\$ 12,000
Executive Lions Club	\$ 5,000	\$ 5,000
Vallejo Rotary Club	\$ 20,000	\$ 20,000
Native Sons of the Golden West	\$ 2,500	\$ 2,500
Vallejo Police Officer's Association (VPOA)	\$ 5,000	\$ 5,000
Marina Lions	\$ 700	\$ 700
Solano Board of Realtors	\$ 1,000	\$ 1,000
Other Local Service Groups	\$ -	\$ -
<b>TOTAL SUPPLEMENTAL FUNDING</b>	<b>\$ 54,548</b>	<b>\$ 54,548</b>

Figure 1 PAL Funding Commitments

Estimated costs for completion of the project are \$303,703; a line-item list of estimated costs for specific phases of construction are listed and allocated to PAL-generated Funding or City PB Funding. PAL may submit requests for payment accompanied by invoices from Romtec; CITY will issue payment directly to PAL.

	Estimated Cost	PAL-sourced Funding	City PB Funding
<b>Phase 1 - Design &amp; Permits</b>			
Design	\$ 9,300	\$ 9,300	\$ -
Design - DSA (Romtec)	\$ 12,590	\$ 12,590	\$ -
Sanitation & Flood Permit	\$ 5,000	\$ 5,000	\$ -
Water Access	\$ -	\$ -	\$ -
Building Permits - DSA	\$ 3,240	\$ 3,240	\$ -
PG&E Permit	\$ 1,000	\$ 1,000	\$ -
<i>Subtotal</i>	\$ 31,130	\$ 31,130	\$ -
<b>Phase 2 - Site Prep &amp; Utilities</b>			
Demolition & Site Prep	\$ 6,000	\$ 6,000	\$ -
Sewer Installation	\$ 5,000	\$ 5,000	\$ -
Lift Station Installation	\$ 15,000	\$ 11,573	\$ 3,427
Water Installation	\$ 6,500		\$ 6,500
Electrical Installation	\$ 3,000		\$ 3,000
<i>Subtotal</i>	\$ 35,500	\$ 22,573	\$ 12,927
<b>Phase 3 - Romtec Turnkey Installation</b>			
Building Materials Purchase	\$ 75,828	\$ -	\$ 75,828
Beginning of site prep work	\$ 28,049	\$ -	\$ 28,049
Pouring of footings, foundation and slabs	\$ 49,086	\$ -	\$ 49,086
Erection of walls & placement of walls, roof, windows & vents	\$ 49,086	\$ -	\$ 49,086
DSA Inspection/Testing	\$ 12,000	\$ -	\$ 12,000
Final sign off	\$ 14,025	\$ -	\$ 14,025
<i>Subtotal</i>	\$ 228,073	\$ -	\$ 228,073
<b>Phase 4 - Walkaway Installation</b>			
Site Access Improvements	\$ 9,000	\$ -	\$ 9,000
<b>TOTAL</b>			
	\$ 303,703	\$ 53,703	\$ 250,000
<i>Contingency</i>		\$ 845	\$ 0

Figure 2 Itemized List of Expenses & Funding

**Timeline**

The following timeline lays out each phase of the project, and assumes no major weather delays. Each task shall be completed and documented on or before the final day of the month identified.

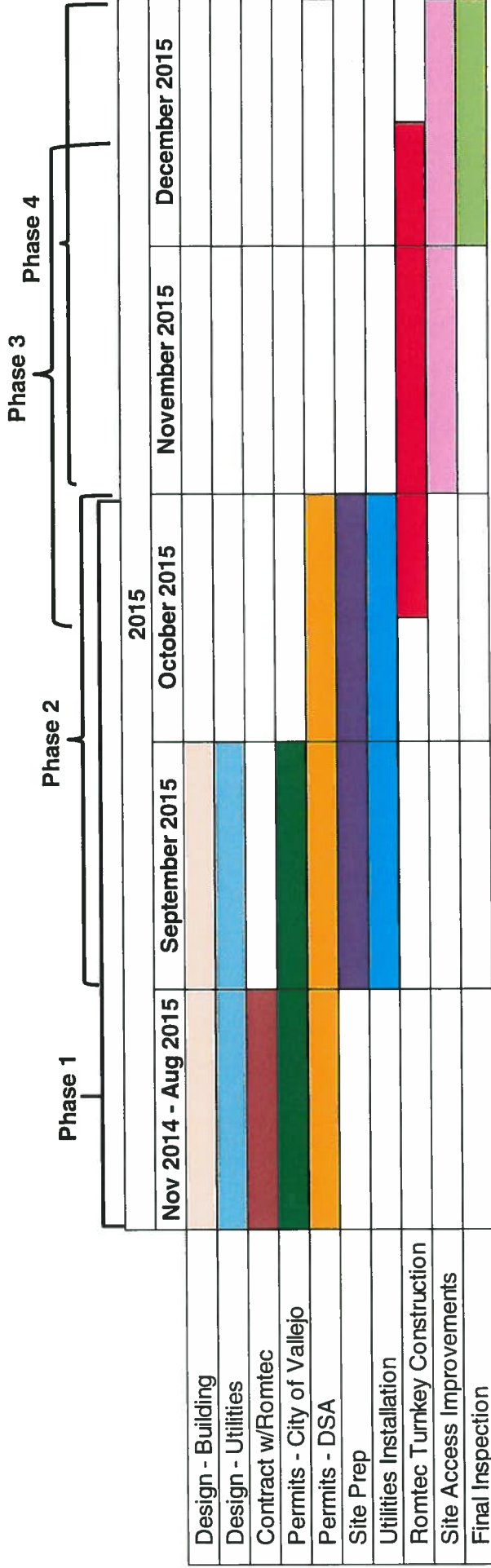


Figure 3 Project Timeline