

PB E4 Parks & Recreation Improvements – Police Activities League (PAL) Restroom/Snack Bar Construction Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 18th day of November 2014, by and between the City of Vallejo, a municipal corporation and charter city ("CITY"), and the Vallejo Police Activities League ("GRANTEE"), tax exempt nonprofit organization, who agree as follows:

A. Project Description

Attached hereto in Exhibit A is a description of the deliverables and estimated budget for construction of a structure to be used as a restroom and snack bar at 301 Wallace Avenue, Vallejo, CA, 94590, constituting the "Project." Herein, Exhibit "A" is referred to as "Project Scope."

Also attached hereto as Exhibit B is Resolution No. 13-114 N.C., approving the Project, setting clear project conditions, and authorizing the City Manager to take any and all required actions to implement the project.

Also attached hereto as Exhibit F is copy of the lease with Vallejo City Unified School District (VCUSD) in which VCUSD authorizes the project to take place at VCUSD property located at 301 Wallace Avenue, currently leased to the GRANTEE.

Also attached hereto as Exhibit G is an amendment to the lease between VCUSD and GRANTEE that allows water use by GRANTEE for the future restroom/concession building.

B. Project Implementation

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$250,000, 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 from that site to make additional improvements. This shall be considered a change or deviation from the original Project Scope, per B.7. Approval for these additional improvements or allocations shall be granted or denied at the CITY's sole discretion.

2. The GRANTEE shall complete the Project by December 31, 2015.

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. The CITY will withhold funding for expenses other than "Design" and "Site Prep & Demolition," as

described in Exhibit A until the GRANTEE obtains and provides copies to the CITY of all necessary electrical, plumbing and other building permits from the CITY and/or other public agencies using PAL-committed contributions.

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, is in line with PAL's 501(c)3 organizational mission, 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.

6. Each category of expenses shall be paid according to the specific funding sources identified in the Project Scope.

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. 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 monthly written progress reports with photographs, and 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, 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, 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: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$3,000,000 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.

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.

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: Will Morat
 Administrative Analyst I
 Office of the City Manager
 555 Santa Clara Street
 Vallejo, CA 94590
 707 648 4109
 wmorat@ci.vallejo.ca.us

If to GRANTEE: Mike Kollar
 Vallejo Police Activities League (PAL)
 301 Wallace Avenue
 Vallejo, CA 94590
 vjopal@aol.com
 707-552-1573

S. List of Exhibits

- Exhibit A - Project Scope
- Exhibit B - Resolution No. 13-114 N.C.
- Exhibit C - Request for Payment Form
- Exhibit D - Progress Report Form
- Exhibit E – Change Order Form
- Exhibit F – VCUSD Lease
- Exhibit G – VCUSD-PAL Amendment on water use

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)

POLICE ACTIVITIES LEAGUE (PAL), a
non-profit corporation

CITY OF VALLEJO,
a municipal corporation

By: 
Mike Kollar
Executive Director

By: 
Daniel E. Keen
City Manager

DATE: 11/18/14

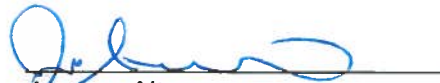
DATE: 12-1-14

ATTEST:

(City Seal)

By: 
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:


Joanna Altman
Administrative Analyst II

APPROVED AS TO FORM:


Dorna 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, 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.

	Timeline	Cost
Design	November 2014	\$ 10,000
Permits	December 2014-January 2015	\$ 24,500

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.

	Timeline	Cost
Site Prep	January – February 2015	\$ 5,000
Utilities Installation	February – March 2015	\$ 24,000

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 Phases 1 is fully complete, as determined by the City.

	Timeline	Cost
Romtec Building & Turnkey Installation	April – June 2015	\$ 216,073

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.

	Timeline	Cost
Site Access Improvements	June 2015	\$ 6,000

PAL Funding Commitments

Due to the nature of some anticipated expenses, including City of Vallejo permits, for which PB funding cannot be utilized, the project requires PAL to secure funding from other sources. To date, PAL has secured \$42,665 in additional funding to supplement city funds and assure completion of the project as shown in Figure 2.

Funding Source	Confirmed
PAL - Hurricanes	\$ 2,000
PAL - Field Redevelopment	\$ 4,165
PAL - Soccer	\$ 2,000
PAL - German Soccer	\$ 7,000
Executive Lions Club	\$ 5,000
Vallejo Rotary Club	\$ 20,000
Native Sons of the Golden West	\$ 2,500
Vallejo Police Officer's Association (VPOA)	\$ -
TOTAL AVAILABLE PAL FUNDING	\$ 42,665

Figure 1 PAL Funding Commitments

Budget

Estimated costs for completion of the project are \$287,198; 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
Phase 1 - Design & Permits			
Design	\$ 10,000	\$ -	\$ 10,000
Sanitation & Flood Permit	\$ 5,000	\$ 5,000	\$ -
Water Access	\$ 2,000	\$ 2,000	\$ -
Building Permits	\$ 15,500	\$ 15,500	\$ -
PG&E Permit	\$ 2,000	\$ 2,000	\$ -
<i>Subtotal</i>	\$ 34,500	\$ 24,500	\$ 10,000
Phase 2 - Site Prep & Utilities			
Demolition & Site Prep	\$ 5,000	\$ -	\$ 5,000
Sewer Installation	\$ 15,000	\$ 15,000	\$ -
Water Installation	\$ 7,000	\$ -	\$ 7,000
Electrical Installation	\$ 2,000	\$ -	\$ 2,000
<i>Subtotal</i>	\$ 29,000	\$ 15,000	\$ 14,000
Phase 3 - Romtec Turnkey Installation			
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
Final sign off	\$ 14,025	\$ -	\$ 14,025
<i>Subtotal</i>	\$ 216,073	\$ -	\$ 216,073
Phase 4 - Walkaway Installation			
Site Access Improvements	\$ 6,000	\$ -	\$ 6,000
TOTAL	\$ 285,573	\$ 39,500	\$ 246,073
<i>Contingency</i>		\$ 3,165	\$ 3,927

Figure 2 Itemized List of Expenses & Funding

Timeline

The following timeline lays out each phase of the project, and assumes no major weather delays.

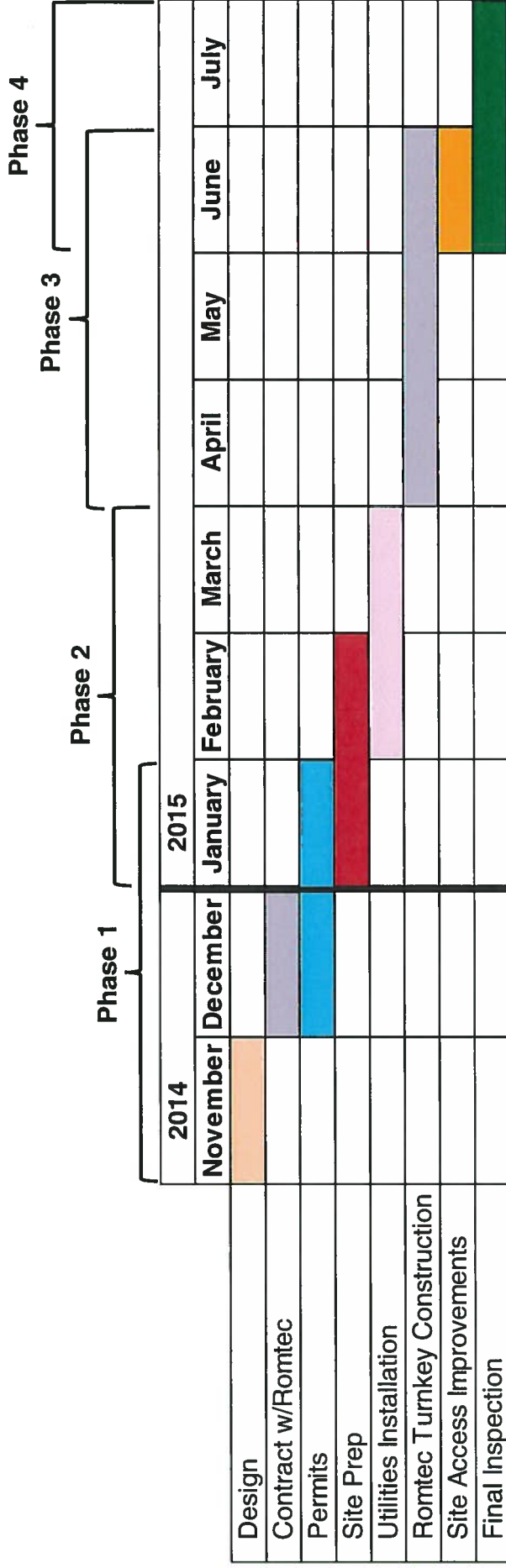


Figure 4 Project Timeline

EXHIBIT B

RESOLUTION NO. 13-114 N.C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Amends the Fiscal Year 2013-2014 General Fund and Capital Improvement Program (CIP) Budgets, redistributing \$621,500 from Project Number PB-000 in the CIP Budget to the City's General Fund to implement the Project, and, authorize the City Manager the

administrative authority to execute any and all agreements, subject to review by the City Attorney, and to take any and all required actions to implement the Project as set forth in this resolution, consistent with the Vallejo Municipal Code, the PB Rule book and any other applicable authority and authorizes him to use his discretion in making decisions that ultimately promote the goal of the Project as set forth in the 'Description of voter-approved Project Proposal'.

2. Directs the City Manager to report to the City Council once the project is complete.

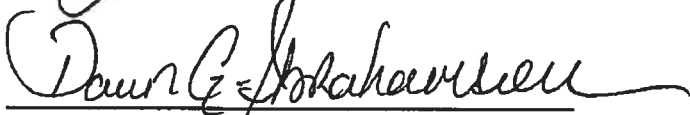
Adopted by the City Council of the City of Vallejo at a regular meeting held on July 23, 2013 by the following vote:

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



OSBY DAVIS, MAYOR

ATTEST:



DAWN G. ABRAHAMSON, CITY CLERK



Participatory Budgeting Vallejo

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

EXHIBIT C



Participatory Budgeting Program REQUEST FOR PAYMENT FORM

1. Police Activities League (PAL)
301 Wallace Avenue
Vallejo, CA 94590

2. PAL RESTROOM/SNACK BAR CONSTRUCTION

3. NUMBER AND PERIOD OF PURCHASE ACTIVITY

a) #:

b) From:

4. AMOUNT OF PAYMENT REQUEST AND GRANT FUNDS BALANCE

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

* If payment requested is a reimbursement, please complete or replicate the Invoice Template provided on page 3.

b) Grant Project Amount: \$250,000

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.

DETAIL:

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.

DETAIL:

NOTE: Requests for payment can include materials purchased or ordered after November 18, 2014.

BUDGET WORKSHEET

DATE PURCHASED	ITEM	ITEM DESCRIPTION	NUMBER OF ITEMS	AMOUNT
TOTAL TO DATE:				

PAL

INVOICE TEMPLATE (for reimbursements)

Bill To: Police Activities League
301 Wallace Avenue
Vallejo, CA 94590

Bill From:

Invoice Number:

Invoice Date:

	Description	Price
1	Reimbursement for _____ - paid to _____ on XX/XX/201X	XXX.XX
2	Reimbursement for _____ - paid to _____ on XX/XX/201X	XXX.XX
	Balance Due (Total)	X,XXX.XX

Please attach all receipts.

6. APPLICANT SIGNATURE

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

Printed Name _____

Title _____

Signature _____

Date _____

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



Participatory Budgeting Vallejo
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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: Purchases and In-Kind Contributions. 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) CHANGE ORDER If applicable, please describe and explain the need for changes or deviations from Exhibit A. Provide details showing how the requested change modifies Exhibit A. 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 Exhibit A, or are changed.) Show how the change will not affect the total grant monies to be received from the City. (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 Exhibit A.)

5. PHOTOGRAPHS Please provide photographs of project progress in digital format. Note the date and location of the photograph and provide a brief description. Please obtain a consent form from parents or guardians of persons under the age of 18 who are recognizable in the photographs.

6. MEASURING THE IMPACT OF GRANT FUNDS Please describe, in numerical terms if possible, the impact of grant funds. Examples include how many youth/community members are served by materials/infrastructure purchased with PB Project funds, how the items were used to enrich or enhance quality of life of community members, how many activities integrated the items, and so forth. Also reflect on the outcomes of the materials/buildings purchased with PB Project funds in terms of achieving the goals of the Police Activities League mission.

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 the Police Activities League (PAL).

REQUESTED BY:
GRANTEE NAME:
Police Activities League

APPROVAL GRANTED:
ACCEPTED BY:

By: _____
Mike Kollar
Executive Director

Daniel E. Keen
City Manager

DATE: _____

DATE: _____

APPROVED BY:

Joanna Altman
Administrative Analyst II



Participatory Budgeting Vallejo

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



Participatory Budgeting Program CHANGE ORDER FORM

1. GRANTEE NAME and ADDRESS

2. PROJECT NAME:

3. CHANGE ORDER NUMBER:

4. REQUESTED CHANGE IN PROJECT SCOPE

a) Please describe and explain the need for changes or deviations from Exhibit A (Project Scope). If applicable, please explain how this change may affect the timeline for project deliverables.

b) Provide details showing how the requested change modifies the project costs. This may include a description of costs of new items or activities, altered items or activities or anticipated items or activities that will not be purchased or performed. (The attached "Budget Worksheet" is attached to use for this section. Only include items that do not appear in the Project Scope, or are changed.)



Participatory Budgeting Vallejo

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



5. APPLICANT SIGNATURE

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

Printed Name _____

Title _____

Signature _____

Date _____

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



Participatory Budgeting Vallejo

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



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:

Police Activities League

APPROVAL GRANTED:
CITY OF VALLEJO,
a municipal corporation

By:
NAME OF CONTACT:

Mike Kollar
Executive Director

DATE: _____

By: _____

Daniel E. Keen
City Manager

DATE: _____

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



**AGREEMENT BETWEEN VALLEJO CITY UNIFIED
SCHOOL DISTRICT AND POLICE ATHLETIC LEAGUE
OF VALLEJO FOR THE DEVELOPMENT, OPERATION
AND MAINTENANCE OF ATHLETIC FIELDS ADJACENT
TO FRANKLIN MIDDLE SCHOOL**

THIS AGREEMENT, made and entered into this 18th day of June, 2007, by and between the POLICE ATHLETICS LEAGUE OF VALLEJO, a 501(c)(3) non-profit corporation, ("PAL"), and VALLEJO CITY UNIFIED SCHOOL DISTRICT, a California public school district ("District"), (here after collectively referred to as the "Parties").

RECITALS

A. WHEREAS, section 17527 et. seq. of the Education Code ("Joint Use Statutes"), authorizes a school district to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, *nonprofit organizations*, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session; and

B. WHEREAS, section 17534(b) of the Education Code further provides that term of agreements made pursuant to the provisions of the Joint Use Statutes is not limited to a maximum five (5) years where capital outlay improvements are made on school property for park and recreation purposes by public entities and nonprofit corporations; and

C. WHEREAS, both PAL and District are vitally concerned with the recreational and social needs and general welfare of the students of Franklin Middle School (the "School"), and the residents of the adjacent neighborhood; and

D. WHEREAS, PAL and District historically have worked together to provide recreational opportunities for the students and neighbors of the School and the greater Vallejo community, and

E. WHEREAS, PAL and District believe that they can best achieve such common objectives by jointly undertaking the collaborative planning, construction and operation of the athletic fields adjacent to the School site.

In view of the above, the Parties agree as follows:

SECTION 1. PURPOSES AND OBJECTIVES OF AGREEMENT/CITY'S FUNDING OF OPERATION AND MAINTENANCE.

The purposes and objectives of this Agreement are:

A. To provide for the design, construction, administration, supervision, maintenance and joint use of athletic fields consisting of upgrading existing multipurpose softball/soccer fields and constructing a concession/restroom/storage building, all as shown on Exhibit A (the "Athletic Fields").

B. To provide a cooperative arrangement between PAL and District to enhance the use of the Athletic Fields for education, public sports, leisure and recreational use and activities.

SECTION 2. TERM.

Subject to provisions set forth elsewhere in this Agreement regarding termination, the term ("Term") of this Agreement shall commence as of the date of full execution of this Agreement (the "Effective Date"), and shall remain in effect for a period of twenty (20) years plus the number of months necessary for this Term to end on the next June 30. The Term will automatically end unless PAL provides at least one hundred eighty (180) days written notice to District prior to the then current expiration date of the Agreement. If PAL gives the necessary written notice, the Parties may mutually agree to extend the Term upon the same terms and conditions specified in this Agreement for an additional ten (10) year term or may negotiate mutually agreeable changes in the term of the Agreement.

SECTION 3. DESIGN AND CONSTRUCTION OF IMPROVEMENTS.

A. Except as may be modified pursuant to this Section 3:

1. The Athletic Fields will consist generally of three multi purpose fields in a star configuration with a single story building that would house restrooms, storage compartments for youth sports program equipment and maintenance items and a concession stand. Additionally the project would construct off-street parking for parents and users. The project will have provisions for lighting. The project would be appropriately landscaped to create a peaceful park setting with spectator and picnic features.

2. The elements and the location of the Athletic Fields adjacent to the School site are set forth in the attached Exhibit A.

B. PAL shall be responsible for the design, construction and costs ("Project Costs") of the improvements to the Athletic Fields ("Improvements"), which Improvement shall generally consist of the elements noted in 3.A.1. Prior to any construction of the Improvements, PAL shall obtain District approval of all design and construction plans and specifications, which approval shall not be unreasonably withheld. Without limiting the generality of the foregoing, PAL shall be responsible for the preparation of working drawings and plans and specifications for the construction of the Improvements; compliance with all legal requirements, including without limitation approval of the Division of the State Architect, the Americans with Disabilities Act, the California Environmental Quality Act and regulations promulgated thereunder; legal advertisements to the public and to qualified bidders; conducting and administering the bidding process for construction; awarding the construction contract; administration of construction; payment of amounts due to the architect, the contractor and other persons providing services; and administration and resolution of any claims or disputes in connection with the design and construction of the Improvements.

SECTION 4. MAINTENANCE, REPAIRS AND UTILITIES AT COMPLEX.

Maintenance of the Athletic Fields, the Improvements and the areas immediately adjacent thereto shall be as follows:

- A. The cost of operating, trimming and maintaining the turf, trees and irrigation system including but not limited to the controller, piping, sprinkler heads, electricity and water now in place and to be constructed during the life of this agreement at the Athletic Fields shall be the responsibility of the District.
- B. The cost of maintaining the perimeter fencing, pathways, street frontage improvements, parking lots and other public improvements shall be the responsibility of the District.
- C. The cost of maintaining and operating the ball field backstops and fencing, recreation buildings, restrooms and other hardscape improvements and appurtenances specifically related to the operation of PAL Youth Athletic Programs, including utilities, shall be the responsibility of the PAL.

SECTION 5. USE OF THE ATHLETIC FEILDS

Use of the Athletic Fields shall be as follows:

- A. District shall have exclusive use of the Athletic Fields during school hours (Monday through Friday from 7 am to 3:30 pm) for educational and recreational purposes and for other school functions scheduled outside normal school operating hours. The District shall notify PAL in advance of their need to use the Athletic Fields for any planned activities.
- B. PAL shall have priority use of the Athletic Fields during all non-school hours. The District and PAL shall meet twice annually to meet and confer regarding PAL's proposed use of the Athletic Fields for the upcoming six (6) month period. The District may make the Athletic Fields available for use by the community under the Civic Center Act, codified in the Government Code.

SECTION 6. STAFFING OF PAL ACTIVITIES.

Except during periods of District use of the Athletic Fields, PAL staff shall be responsible to implement all necessary and appropriate health, welfare, safety and security measures during its use of the Athletic Fields.

SECTION 7. ENVIRONMENTAL CONDITIONS.

PAL and District agree that neither of them will cause or permit any Hazardous Materials to be placed upon the Property, except as permitted by law. The term "Hazardous Materials" is defined in the attached Exhibit B. PAL agrees to indemnify and hold harmless District from any loss, claim, or expense resulting from PAL's intentional or negligent violation of this Section. District agrees to indemnify and hold harmless PAL from any loss, claim, or expense resulting from District's intentional or negligent violation of this Section.

SECTION 8. INDEMNIFICATION.

A. Neither DISTRICT, nor any officer, employee or agent thereof shall be responsible for any damages, loss, costs, or liability arising out of or occurring by reason of anything done or omitted to be done by PAL under or in connection with this Agreement. It is also understood and agreed that, as authorized by Government Code Section 895.4, PAL shall fully defend, indemnify and hold District, its officers, employees and agents harmless from any claims, costs, loss, damages or liability arising out of or occurring by reason of anything done or omitted to be done by PAL under or in connection with this Agreement.

B. Neither PAL, nor any officer, employee, or agent thereof, shall be responsible for any damages, loss, costs or liability arising out of or occurring by reason of anything done or omitted to be done by District under or in connection with this Agreement. It is also understood and agreed that, as authorized by Government Code Section 895.4, District shall fully defend, indemnify and hold PAL, its officers, employees and agents harmless from any claims, costs, loss, damages or liability arising out of or occurring by reason of anything done or omitted to be done by District under or in connection with this Agreement.

C. This Section shall survive expiration or sooner termination of this Agreement.

SECTION 9. INSURANCE REQUIREMENTS

District and City agree to have and maintain the policies set forth in the attached Exhibit C, entitled "INSURANCE." All District policies, endorsements, certificates and/or binders shall be subject to approval by the PAL or the Director's authorized designee ("Risk Manager") as to form and content. All PAL policies endorsements, certificates and/or binders shall be subject to approval by the District's Risk Manager as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the respective Risk Manager of the other party. District and PAL agree to provide the other with a copy of said policies, certificates and/or endorsements before either party commences to perform any work under this Agreement.

SECTION 10. DAMAGE AND DESTRUCTION.

A. If the Athletic Fields are damaged so as to render it unusable for PAL's purposes, PAL shall have the option to terminate this Agreement. If PAL chooses to terminate this Agreement pursuant to this Section, PAL shall notify District in writing thirty (30) days prior to the effective date of termination.

B. District shall carry insurance adequate to cover the full replacement value of the Athletic Fields to the extent available, including self-insurance.

SECTION 11. DEFAULT.

A. Except for the notice and cure provisions herein, failure or delay by either party to perform any material term or provision of this Agreement constitutes a breach ("Breach") under this Agreement. The party who commits a Breach shall promptly commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence, and during any period of curing shall not be in default of this Agreement.

B. In the event of a Breach by either party, the injured party shall give written notice of Breach ("Notice of Breach") to the party in breach, specifying the Breach complained of by the injured party.

C. If a Breach is not cured or commenced to be cured within thirty (30) days after receipt of the Notice of Breach, then the party not so curing or commencing to cure shall be in default ("Default") under this Agreement, and the non-defaulting party shall have the right to exercise any and all remedies available to it at law or in equity. A party commencing to cure shall provide written notice to the injured party within thirty (30) days after the Notice of Breach of the nature of the cure and the time when it is anticipated to be corrected.

D. Without limitation of any other remedies of PAL, if this Agreement is terminated due to a Default by District within the first five (5) years from the Effective Date of this Agreement, District shall return to PAL a pro rata share of the Project Costs at a rate of twenty percent (20%) per year over a five (5) year period. Without limitations of any other remedies of the District, if this Agreement is terminated due to a Default by City, PAL shall forfeit its contribution to the Project Costs.

SECTION 12. ELECTIVE TERMINATION.

A. Upon completion of the Athletic Fields and the Parties' occupancy of the same, PAL and District may mutually agree to terminate this Agreement. If the Parties agree to terminate, District shall have no responsibility or obligation to refund any portion of the Project Costs, as set forth in Section 3, paragraph B.

B. District, may terminate this Agreement, without cause, upon giving not less than 18 months written notice of termination. If District chooses to terminate the Agreement within five (5) years of the Effective Date, PAL shall be entitled to recover a pro-rata share of the Project Costs at a rate of twenty percent (20%) per year for the first five (5) years. If the District terminates the Agreement more than five (5) years after the Effective Date, District shall have no responsibility or obligation to refund any portion of the Project Costs.

C. PAL may terminate this Agreement, without cause, upon giving not less than 6 months written notice of termination. In the event of PAL's termination pursuant to this subsection 12.C District shall not refund any portion of the Project Costs.

SECTION 13. ASSIGNMENT AND SUBLETTING.

A. Neither PAL nor District shall assign its interest in this Agreement without the prior written consent of the other.

B. All covenants, promises, conditions, representations, and agreements expressed in this Agreement shall be binding on the party who makes them and on that party's representatives, successors, and permitted assigns.

SECTION 14. WAIVER.

In no event shall any payment by PAL or any acceptance of payment by District hereunder constitute or be construed to be a waiver by PAL or District of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of PAL or District, and the making of any such payment or the acceptance of any such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to PAL or District with respect to such breach or default. The waiver by one party of any breach by the other party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

SECTION 15. INDEPENDENT CONTRACTOR.

Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between District and PAL. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

SECTION 16. AMENDMENTS.

Amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual agreement in writing of the Parties hereto.

SECTION 17. SURRENDER OF PROPERTY.

On the last day of the Term, PAL shall surrender to District the Athletic Fields in good order, condition and repair (except for reasonable wear and tear, damage or destruction as specified in Section 10 and takings by eminent domain) and free and clear of all liens and encumbrances (other than those, if any, created or consented to by District), and if requested to do so, shall execute, acknowledge and deliver to District such instruments of further assurance, including but not limited to a quit claim deed, as in the opinion of District are necessary or desirable to confirm or perfect District's right, title and interest in and to the Athletic Fields.

SECTION 18. TIME OF ESSENCE.

Time is expressly declared to be of the essence of each and every provision of this Agreement.

SECTION 19. NOTICES.

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or, in lieu of personal service, when deposited in the United States mail, first class, postage prepaid, addressed to:

PAL:

Police Athletics League of Vallejo
301 Wallace Avenue
Vallejo, CA 94590

Attn: Executive Director

DISTRICT

Vallejo City Unified School District
665 Walnut Avenue
Vallejo, CA 94591

Attn: Superintendent

with a corresponding copy to:

Miller, Brown & Dannis
71 Stevenson Street, 19th Floor
San Francisco, CA 94105

Attn: Clarissa Canady

Either party to this Agreement may change its address for purposes of this Section by giving notice of the change to the other party in the manner provided in this Section.

SECTION 20. FORCE MAJEURE.

If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, Hazardous Materials testing or remediation ordered by any governmental entity with authority therefore or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 21. ENTIRE AGREEMENT.

This Agreement, including the exhibits attached to this Agreement, constitutes the entire agreement between the Parties respecting the Athletic Fields and PAL's use and occupancy of the Athletic Fields and correctly sets forth the obligations of PAL and District to each other as of the Effective Date. Any agreements or representations not expressly set forth in this Agreement shall be null and void.

SECTION 22. PARTIAL INVALIDITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and unimpaired by the holding. All laws, rules, requirements, and regulations of

the State of California applicable to school districts and the functioning, powers, and administration of school districts and school facilities, are deemed included in this Agreement as if fully set forth to the extent they apply to the design, construction, administration, and operation of the Athletic Fields, and shall be complied with in the performance of this Agreement and shall supersede any inconsistent provisions of this Agreement.

SECTION 23. GOVERNING LAW.

This Agreement shall be governed by and in accordance with the laws of the State of California.

SECTION 24. NONDISCRIMINATION.

Neither PAL nor District shall discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 25. HEADINGS.

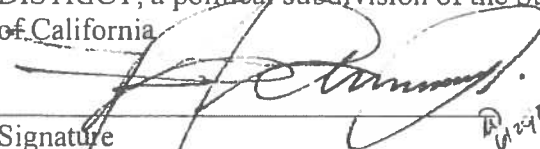
The headings of the Sections in this Agreement are merely for the convenience of the Parties.


SECTION 26. COUNTERPARTS.

This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

VALLEJO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California

POLICE ATHLETICS LEAGUE OF VALLEJO, a 501(c)(3) non-profit corporation


Signature


Signature

MELVIN P. JORDAN
Print Name

MICHAEL T. KOLLAR
Print Name

Title: ASSISTANT SUPERINTENDENT

Title: EXECUTIVE DIRECTOR

EXHIBIT G

**FIRST AMENDMENT
TO AGREEMENT BETWEEN VALLEJO CITY UNIFIED SCHOOL DISTRICT
AND POLICE ATHLETIC LEAGUE OF VALLEJO
FOR THE DEVELOPMENT, OPERATION, AND MAINTENANCE OF ATHLETIC FIELDS
ADJACENT TO FRANKLIN MIDDLE SCHOOL**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment"), dated October __, 2014, is entered into by and between the POLICE ATHLETICS LEAGUE OF VALLEJO, a 501(c)(3) non-profit corporation ("PAL"), and VALLEJO CITY UNIFIED SCHOOL DISTRICT, a California public school district ("District"), herein referred to individually as "Party" and collectively as the "Parties."

WHEREAS, PAL and District entered into that certain Agreement Between Vallejo City Unified School District and Police Athletic League of Vallejo for the Development, Operation, and Maintenance of Athletic Fields Adjacent to Franklin Middle School ("Agreement") on or about June 18, 2008, pursuant to California Education Code section 17527, *et seq.*;

WHEREAS, pursuant to the Agreement, PAL is responsible for the cost of maintaining and operating, among others, recreation buildings and restrooms, including utilities, however issues have arisen concerning the cost of a new city water line connection to the proposed concession/restroom building; and

WHEREAS, the Parties now desire to make a domestic water connection from District's existing meter to the proposed concession/restroom building instead, and hereby enter into this Amendment for such purposes.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and PAL agree as follows:

Section 1. The following Paragraph C. is added to Section 3 – Design and Construction of Improvements, of the Agreement:

C. Water shall be supplied to the proposed concession/restroom building via a domestic connection to District's existing water meter, which currently supplies irrigation water to the athletic fields located on Starr Avenue. PAL shall be responsible for the Project Costs of the domestic water connection, including all piping, trenching/backfill work, and any repairs or modifications needed to District's irrigation system, underground utilities, turf, or landscaping resulting from the construction of the domestic connection (collectively, the "Water Connection Work"). The obligations of PAL set forth in Section 3.B., and elsewhere in the Agreement, shall apply to the Water Connection Work.

Section 2. Paragraphs A. and C. of Section 4 – Maintenance, Repairs, and Utilities at Complex, of the Agreement are amended as follows:

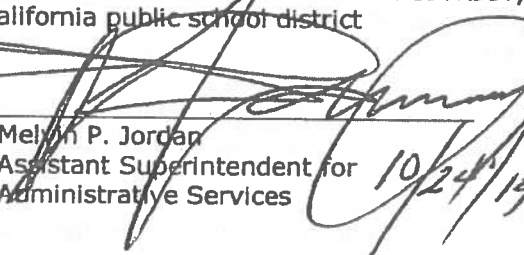

A. Except as provided in Section 1.C. concerning the Water Connection Work, the cost of operating, trimming, and maintaining the turf, trees, and irrigation system, including, but not limited to, the controller, piping, sprinkler heads, electricity and water now in place and to be constructed during the life of this Agreement at the Athletic Fields shall be the responsibility of District. The cost of

water only, and no other utilities, supplied to the concession/restroom building, shall be the responsibility of District.

C. The cost of maintaining and operating the ball field backstops and fencing, recreation buildings, restrooms, and other hardscape improvements and appurtenances specifically related to the operation of PAL Youth Athletic Programs, including utilities (excluding water usage costs for the concession/restroom building as set forth in Paragraph A. above) shall be the responsibility of PAL.

Section 3. Except as specifically modified by this Amendment, the Agreement remains unchanged and in full force and effect. The Parties hereby ratify and confirm the Agreement, subject to the modifications contained in this Amendment. This Amendment may be executed in counterparts as set forth in Section 26 of the Agreement. This Amendment, the Agreement, and all exhibits thereto, together constitute one and the same instrument, and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

VALLEJO CITY UNIFIED SCHOOL DISTRICT, a California public school district	POLICE ATHLETICS LEAGUE OF VALLEJO, a 501(c)(3) non-profit corporation
By:  Melvin P. Jordan Assistant Superintendent for Administrative Services	By:  Name: <u>Michael J. Kollariz</u> Its: <u>Executive Director Vallejo PAL</u>

10/24/14