

PB E5 Community Gardens & Nutrition Education Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 1st day of December 2014, by and between the City of Vallejo, a municipal corporation ("CITY"), and Mira Theatre Guild, a tax exempt nonprofit organization ("GRANTEE"), who agree as follows:

A. Project Description

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

Attached hereto as Exhibit "B" is Resolution No. 13-117 N.C. approving the Community Gardens & Nutrition Education Project ("Project") and naming the Mira Theatre Guild as a funds recipient, setting forth 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 \$5,000.00, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits A and B of this Agreement and pursuant to all other terms and conditions set forth herein.

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

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

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

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

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

The GRANTEE requests for changes or deviations to the Action Plan shall be presented through Section 6 of the Progress Reports (Exhibit 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.

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

C. Acknowledgment of Funding Source

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

D. Project Costs, Requests for Payment, Advances

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

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

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

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

E. Payment Process and Documentation

1. All Requests for Payments must be submitted using a completed Request for Payment Form attached as Exhibit C. This form must be accompanied by 1) an itemized list of all expenditures that clearly identify the expenditure(s) in relation to the Exhibit A of this Agreement, and 2) supporting documentation, such as receipts, invoices or purchase orders. Payment requests may not be submitted more often than monthly.

2. If the Request for Payment Form is incomplete, inadequate or inaccurate, the CITY will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the GRANTEE by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the GRANTEE and the contractor are the responsibility of the GRANTEE and are not reimbursable under this Agreement.

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

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

F. Project Review and Documentation

1. The GRANTEE shall submit written progress reports with photographs by February 1, 2015, May 1, 2015 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 completion of the Action Plan, including, a final Request for Payment and Project Completion Report in the form of a Progress Report Form within thirty (30) days of Project completion.

G. Project Termination

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

2. If the CITY terminates this Agreement prior to the end of the project completion date stated in B.2, the GRANTEE shall take all reasonable measures to prevent further costs to the CITY hereunder. The CITY shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE under this Agreement up to project termination, but only up to the undisbursed balance of funding authorized in this Agreement.

H. Financial Records

1. The GRANTEE shall establish an official file for the Project. The file shall contain adequate documentation of all actions that are taken with respect to the Project.

2. The GRANTEE shall keep separate and complete accounting records for receipt, deposit, and payment of all Project funds, including interest.

3. The GRANTEE agrees that adequate supporting documentation shall be maintained in sufficient detail to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.

4. The GRANTEE shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all Project funds, including non-City funds, interest earned, and any matching funds by the GRANTEE. The maintenance requirements

extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports.

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

I. Audit Requirements

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

J. Assignment

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

K. No Agency Agreement

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

L. Liability

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

A. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of GRANTEE, CITY, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of GRANTEE, CITY, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

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

M. Nondiscrimination

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

N. Severability

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

O. Waiver

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

P. Time of the Essence

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

accomplish the tasks by the specified dates.

Q. Amendment

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

R. Notices

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

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

If to the GRANTEE: Karimah Karah
President
Mira Theatre Guild
51 Daniels Avenue
Vallejo, CA 94590
415 250 1978
karimahkarah@yahoo.com

S. List of Exhibits

Exhibit A - Action Plan
Exhibit B - Resolution No. 13-117 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 exhibits, constitute the entire Agreement between the parties hereto relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.
(signatures on next page)

MIRA THEATRE GUILD, a tax exempt
nonprofit organization

By: 

Karimah Karah
President

CITY OF VALLEJO,
a municipal corporation

By: 

Daniel E. Keen
City Manager

DATE: 11/20/2014

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:



Donna Mooney
Chief Assistant City Attorney

**Exhibit A: Action Plan
Mira Community Cultural Center**

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

The vision for Mira’s community garden project is to achieve Art in Motion!, wherein hard-shell gourds would be grown, harvested and processed to be used as an art medium that can be carved, painted, sanded, burned, dyed and polished. In conjunction with Art in Motion, vegetables will be grown and donated to those in the community with food insecurity.

Project Activities:

With PB project funds, the Mira will carry out the following activities:

- 1) Install irrigation system. Using an outside tap that has already been fully activated (i.e. payment of fees), the Mira will install a soaker hose system with a timer that will serve as a basic drip irrigation system. The system will include a box with an automatic shut off valve to ensure water is conserved and not left on.
- 2) Install a wall. In keeping with the design of the Mira, a stucco wall will be built around the perimeter of the garden using concrete blocks.
- 3) Build a storage shed to store and protect tools and other garden materials from the elements and keep them secure.

Project Schedule/Timeline:

Month	Activity
December 2014	Organize work party to build the storage shed. Organize existing materials and purchase additional materials for the storage shed, including a lockable door with metal cladding. Host work party to build the storage shed.
January 2015	Clear the garden of present growth. Outline the garden wall. Purchase materials (blocks, rebar, concrete) to build the garden wall. Organize a work party for building the garden wall.
February 2015	Host work party for building the garden wall. Purchase irrigation system. Install the Irrigation system with timers and automatic shut of valves.

Budget:

Activities	Costs per Activity
Irrigation	\$500.00
Garden Wall (blocks, rebar, concrete)	\$2,500.00
Storage Shed	\$2,000.00
TOTAL	\$5,000.00

Public Benefits made possible by PB Project Funds:

Gourd Art:

The Mira has joined forces with Vallejo City Unified School District (VCUSD) to teach students how to make gourd art. Mira volunteers will take the gourds grown in the garden to VCUSD sites to hold free classes. These classes will be held in partnership with Vallejo Together and Better Vallejo.

Classes for the general public will be held at the Mira. While these classes will be open to the public with a suggested donation, no one will be turned away for lack of funds.

Vegetable Garden:

The vegetable garden is open to all who wish to pick vegetables to take them home. Remaining vegetables grown and harvested at the Mira will be offered to the Clif Day Shelter and Christian Help Center, and homeless individuals who live in proximity to the Mira.

General:

The Garden will have regular workdays when open to the public - currently Saturday and Sunday mornings. Opportunities to take classes, volunteer, visit the garden or receive vegetables will be publicized to the community on the Mira website, with partner organizations (such as Vallejo Grown, Vallejo Heights Neighborhood Association, Clif Day Shelter, Vallejo Together and Better Vallejo) and on notices posted outside the Garden, at the Clif Day Center, Christian Help Center and other community centers.