

PB B2 College Bound Vallejo Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 25 day of March 2014, by and between the City of Vallejo, a municipal corporation ("CITY"), and the Vallejo City Unified School District, a non-city public agency ("GRANTEE"), who agree as follows:

A. Project Description

Attached hereto in Exhibit "A": A is a description of activities to be undertaken by VCUSD personnel and a budget showing how PB funds as well as value or financial contributions from the VCUSD will be used to complete all the items listed in the description of activities, constituting "the Project." Herein, Exhibit "A" is referred to as 'Project Scope.'

Attached hereto as Exhibit "B": Resolution No. 13-179 N.C. approving the Project, setting forth project conditions, and authorizing the City Manager to take any all required actions to implement the project.

B. Project Implementation

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$20,000.00, 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. 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.
2. Per the Participatory Budgeting in Vallejo 2012-2013 Rulebook, as a non-city public agency, the GRANTEE must provide financial or value in-kind contributions in addition to the Grant Funds provided by the CITY. Exhibit A details these in-kind contributions
3. The GRANTEE shall complete the Project by April 1, 2016. GRANTEE shall begin the Project by March 2014.
4. The GRANTEE shall obtain CITY's written approval of any change or deviation from the original Project Scope set forth in both Exhibits A and B. This may include changes to any of the activities 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 still 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.

8. 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 the CITY.

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

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

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

E. Payment Process and Documentation

1. All Requests for Payments must be submitted using a completed Request for Payment Form attached as Exhibit C. This form must be accompanied by 1) an itemized list of all expenditures that clearly identify the expenditure(s) in relation to the Exhibits "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 completion of the Project, receipt of the final progress report and final Request for Payment from the GRANTEE in form and content satisfactory to the CITY.

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

F. Project Review, Inspection and Documentation

1. The GRANTEE shall promptly submit written progress reports by July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015, July 1, 2015, October 1, 2015, January 1, 2016, and April 1, 2016, 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, 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 sixty (60) 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 end of the Project Performance Period, 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.

3. If the GRANTEE fails to complete the Project or the Agreement is terminated pursuant to subsection 1, the GRANTEE shall be reimbursed for expenses up to project termination.

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. All funds received by the GRANTEE shall be deposited in separate fund accounts that identify the funds and clearly show the manner of their disposition.

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 as well as in-kind contributions. 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. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also 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 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 indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, employers, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual

attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

2. 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.

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

1. Insurance Services Office form number GL 0002 (Ed. 1/73) 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 (Ed. 1/78) 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: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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 must be declared to and accepted by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage

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

2. 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.

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: Mitchell Romao
 Director of Categorical & Language Learner Programs
 Vallejo City Unified School District
 665 Walnut Drive
 Vallejo, CA 94592
 707 556 8921, ext. 50064
 mromao@vallejo.k12.ca.us

S. List of Exhibits

- Exhibit A - Description of Activities and Budget
- Exhibit B - Resolution No. 13-179 N.C.
- Exhibit C - Request for Payment Form
- Exhibit D - Progress Report Form
- Exhibit E - Change Order Form

T. Entire Agreement

This Agreement, and the attached exhibit, constitute the entire Agreement between the parties hereto relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

(signatures on next page)

VALLEJO CITY UNIFIED SCHOOL
DISTRICT, a non-city public agency

CITY OF VALLEJO,
a municipal corporation

By: [Signature]
Name: Cheri A Summers

By: [Signature]
Daniel E. Keen
City Manager

Position ID: Chief Academic
Officer

DATE: 5-25-14

DATE: 5-21-14

ATTEST:

(City Seal)

By: [Signature]
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

[Signature]
Daniel E. Keen
City Manager

APPROVED AS TO FORM:

[Signature]
Claudia Quintana
City Attorney

Exhibit A: Project Scope

The Project Scope includes:

- A description of activities to be undertaken by VCUSD personnel to complete the project.
- A budget showing how PB funds as well as value or financial contributions from the VCSUD will be used to complete all the items listed in the description of activities.

COLLEGE BOUND VALLEJO

Description of Activities

Roles and Responsibilities

To implement College Bound, the City of Vallejo is partnering with the Vallejo City Unified School District (VCUSD) and Willie B. Adkins Project, a project for all students of the VCUSD. The Willie B. Adkins Project is an essential part of the College Bound process.

Their responsibilities fall within five (5) categories:

- I. Outreach
- II. Community Service Management
- III. Enrichment Services
- IV. College Support
- V. Information Session/Reception for Scholarship Recipients

I. Outreach

Willie B. Adkins staff is responsible for making sure that eligible students are aware of the College Bound Scholarship to the maximum extent possible. Outreach includes:

- a. Mass distribute application and information to:
 - i. Faith based institutions
 - ii. Community centers
 - iii. Community and educational leaders
 - iv. Educational Institutions
 1. High schools, alternative schools
 2. Local colleges including Solano Community College, Napa Valley College, Diablo Vallejo College, CAL Maritime Academy and Touro University (for incoming students)
 3. Educational programs, including School Site Councils, PTAs and School clubs
- b. Presentations to students at high schools and alternative schools
 - i. Classrooms
 - ii. Mini Assemblies during school hours
- c. Workshops
 - i. Mentors will hold a minimum of four (4) evening workshops to assist students in filling out the College Bound application and answer questions. They could also offer additional college and financial aid-related assistance and resources at the workshops. Workshop locations could include:
 1. Jesse Bethel High School
 2. Vallejo High School
 3. John Finney High School
 4. Vallejo Educational Academy

5. Vallejo Adult School
6. St. Patrick's/St. Vincent
7. North Hills Christian School
8. MIT
9. Other institutions offering GED classes
10. Possible dates: April 14; April 15; April 21; April 28

- d. Tracking: Willie B. Adkins staff will track their outreach efforts and provide records to the City.

II. Community Service Management

Willie B. Adkins staff will assist recipients in completing their community service requirements and partner with the City to manage recipient community service requirements. In particular, Willie B. Adkins staff will:

- a. Provide a list of organizations to recipients where they can fulfill their community service requirements
- b. As part of the check ins described below, discuss progress towards the four milestones for the community service requirement with recipients and offer support and contacts:
 - i. 37.5 hours by 8/31/14
 - ii. 37.5 hours by 2/28/15
 - iii. 37.5 hours by 8/31/15
 - iv. 37.5 hours by 2/28/16
- c. Remind recipients to submit documentation of community service hours to the City
- d. In some cases, collect recipient's documentation of community service hours and forward to the City
- e. Make additional contact (beyond the bi-monthly check ins described below) with specific students who are not fulfilling community service requirements

III. Enrichment Services

Willie B. Adkins staff will offer the following enrichment services:

- a. Assist students in applying for the College Bound Scholarship
- b. Provide students with resources for applying to college
- c. Provide students with financial aid resources
- d. Provide recipients with support in navigating college, such as enrolling in classes, funding their education, tutoring resources and so forth

IV. College Support (June 2014 – February 2016)

Willie B. Adkins staff will provide recipients with intensive college support during summer 2014 and steady college support thereafter until February 2016.

- a. June 2014 – August 2014
 - i. Check in monthly with students and offer support enrolling in classes and with other related financial or academic resources

- ii. Check-in monthly with recipients to ensure progress is being made on community service requirement
- b. September 2014 – February 2016
 - i. Check-in bimonthly with recipients during the term of the scholarship and offer support
 - ii. Check-in bimonthly with recipients to ensure progress is being made on community service requirement
- c. Tracking: Willie B. Adkins project staff will track their communications with recipients, including date of contact, method of contact (phone, text, or email) and purpose of the conversation (general college support, community service requirements, specific resources, etc.) and provide records to the City when requested and as part of quarterly progress reports to be submitted by the VCUSD.

V. Information Session/Reception for Scholarship Recipients (June 2014)

An information session/reception will be held in June 2014 for scholarship recipients and their families. The purpose of the event is to recognize the accomplishments of scholarship recipients and provide recipients and their families with information about how scholarship funds will be disbursed, Willie B. Adkins' college support and the community service requirements.

Willie B. Adkins staff will be responsible for:

- a. General planning in preparation for the event, such as:
 - i. Booking the VCUSD facility
 - ii. Ordering and purchasing food
 - iii. Purchasing decorations
 - iv. Purchasing and printing certificates
 - v. Coordinating the program in partnership with City staff
 - vi. Help contact recipients to boost attendance
- b. Coordination during the event

COLLEGE BOUND VALLEJO
Budget

Description	Cost	PB Funds	In-Kind
Personnel			
2 coordinators		\$16,500	
April 2014-August 2014	2 x \$750/mo for 5 months = \$7,500		
September 2014-February 2016*	2 x \$250/mo for 18 months = \$9,000		
Events^			
Food at College Bound Vallejo events	\$2,500	\$2,500	
Decorations	\$250	\$250	
Facilities for College Bound Vallejo events			\$1,000
Materials and Supplies			
Reproduction of application, certificates, notifications	\$620		\$620
Miscellaneous		\$750	
Indirect costs	6.7% of \$18,120		\$1,214
Total		\$20,000	\$2,834

*The final community service milestone is on 2/28/2016.

^ Events include workshops, review panel and information session/reception with recipients in June 2014.