## PB Summer Youth Employment and Internship Program - Year 2 Grant Agreement

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

## A. Project Description

Attached hereto in Exhibit "A" is a scope of work including a brief description of the work product or "Deliverables," an estimated Budget, and a Schedule, constituting "the Project." Herein, Exhibit "A" is referred to as 'Project Scope'. Also attached hereto as Exhibit "B" is Resolution No. 14-129 N.C., approving the Project, setting clear project conditions, and authorizing the City Manager to take any and all required actions to implement the project.

## B. Project Implementation

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$82,000.00, 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.

Once the GRANTEE has completed the deliverables as itemized in the Project Scope, the GRANTEE may request written approval from the CITY to rollover any remaining Grant Funds from this project scope to any subsequent addendums to this contract. This shall be considered a change or deviation from the original Project Scope. Approval for these additional addendums or allocations shall be granted or denied at the CITY's sole discretion.

If, prior to commencement of work, the GRANTEE concludes that the budget is insufficient due to unforeseen or changed circumstances, the GRANTEE shall promptly contact CITY.

- 3. The GRANTEE shall complete the Project and submit invoices for reimbursement by September 30, 2016. The GRANTEE shall complete services per the Schedule in Exhibit A.
- 4. 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.
- 5. 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. Where applicable, the GRANTEE shall seek and obtain requisite permissions, recommendations or approvals from the CITY, including any commissions, review boards, or administrative staff.
- 6. Prior to commencing any work under this agreement, the GRANTEE shall obtain all

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necessary permits from the CITY.

7. 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.

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 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 to reimburse grantee for eligible costs within 30 days of the GRANTEE submitting monthly invoices for costs associated with the project to CITY.
- 3. The GRANTEE shall use any income earned by the GRANTEE from use or implementation of the Project or the Project site to further the general purposes of the Project, or, if approved by the CITY, for other purposes consistent with Participatory Budgeting and within the geographic boundaries of CITY.
- 4. Grant Funds under this Agreement must be expended within the time frame of the Project Performance Period as set forth in Section B of this Agreement.
- 6. 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

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- 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 Exhibits "A" and "B" 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 Grant award 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. The City shall complete this verification within 30 days off the GRANTEE submitting monthly invoices, as described in D.2.

## F. Project Review, Inspection and Documentation

- 1. The GRANTEE shall submit monthly written progress reports with photographs, at the completion of the project as described in Exhibit A ("Project Scope"), 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. The GRANTEE shall provide access to the CITY upon twenty-four (24) hours' notice to evaluate work completed or being performed pursuant to this Agreement, including work by contractors and subcontractors, in accordance with the approved Project Scope. GRANTEE shall require all contractors and subcontractors, in such event, to provide all reasonable facilities and assistance for the safety and convenience of the CITY's representative(s) in making such inspections.
- 3. 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 Schedule in Exhibit A and Exhibit F, the GRANTEE shall take all reasonable measures to prevent further costs to the CITY

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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 GRANTEE fails to complete the Project or the Agreement is terminated pursuant to subsection 1, GRANTEE shall be reimbursed for expenses on accepted work. Such reimbursement shall be at the sole discretion of the City.

#### 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 and the total cost of the Project. 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 shall 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 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

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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 officers, agents and employees are included as additional insured on all policies except Workers' Compensation), 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.

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- 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 from number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
  - 2. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
  - 3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  - B. Minimum Limits of Insurance
    - The GRANTEE shall maintain limits no less than:
  - 1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$4,000,000 aggregate.
  - 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 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.

GRANTEE shall name CITY as additional insured.

## G. Subcontractors

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

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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, 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 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 II

City of Vallejo

555 Santa Clara Street Vallejo, CA 94590 Grant Agreement – Vallejo City Unified School District (VCUSD) PB Summer Youth Employment and Internship Program – Year 2 Page 9 of 10

707 648 4109

Will.morat@cityofvallejo.net

If to GRANTEE: Alana Shackelford

Director of Partnerships & Community Engagement

Vallejo City Unified School District

665 Walnut Drive Vallejo, CA 94592

707-556-8921 ext. 50057 ashackelford@vallejo.k12.ca.us

#### S. List of Exhibits

Exhibit A - Project Scope

Exhibit B - City Council Resolution dated May 10, 2016

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]

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VALLEJO CITY UNIFIED SCHOOL DISTRICT (VCUSD), a public agency

Ramona Bishop Superintendent

DATE: 5-18- W

(City Seal)

CITY OF VALLEJO, a municipal corporation

Baniel E. Keen City Manager

DATE: 5-26-16

ATTEST:

Dawn Abrahamson

City Clerk

APPROVED AS TO CONTENT:

Will Morat

Administrative Analyst II

APPROVED AS TO FORM:

Donna Mooney

Chief Assistant City Attorney

#### EXHIBIT A: PROJECT SCOPE

This document outlines how Vallejo City Unified School District (VCUSD) will use City of Vallejo Measure B funds allocated through Participatory Budgeting (PB) to achieve the goals of the *Summer Youth Employment & Internship Program* Project approved during the second cycle of PB in 2014.

It contains the following sections:

- 1. Goals
- 2. Deliverables
- 3. Eligible Organizations for Internships
- 4. In-Kind Contribution
- 5. Schedule
- 6. Budget

#### 1. Goals

The placement of Vallejo youth in paid summer internships through this project will:

- Help provide junior and senior high school students gain opportunities and experience in the workplace
- Provide valuable experience for resumes and interviews as students move into the workforce
- Provide a valuable public benefit to the City of Vallejo as students make meaningful contributions at Vallejo non-profit organizations, public agencies, and not-for-profit institutions that serve the public
- Expand the existing capacity of VCUSD to place students in paid summer internships as compared to previous years

#### 2. Deliverables

VCUSD shall recruit, screen, and identify a minimum of 30 Vallejo public high school students for placement in limited term, paid internships during the Summer of 2016, as per the Budget noted in #6 below. To be eligible for placement, students must meet the following requirements, per VCUSD policy:

- VCUSD students must have completed two years of work-based learning preparation (as outlined in the VCUSD Work-Based Learning Plan) prior to applying for student internships opportunities.
- Students must be current 11th and 12th grade students to be eligible for student internship opportunities

Internship terms may be up to a maximum of eight weeks, with interns working no more than 29 hours in a given week, and no more than eight hours in a given day. Placement of interns must be in organizations or agencies identified in "Eligible Organizations for Internships" as noted in #3 below.

VCUSD shall monitor and record attendance and performance of all interns, to be included in monthly progress reports to City per Section F.1 of this grant agreement. At the conclusion of each internship term, VCUSD shall obtain a written evaluation from the hosting organization or agency for each individual intern, per Exhibit A, Attachment 1. All internship terms must be completed no later than August 31, 2016.

## 3. Eligible Organizations for Internships

Only internships served at the following organizations are eligible for grant-funding reimbursement:1

- City of Vallejo
- VCUSD
- Greater Vallejo Recreation District (GVRD)
- Other Public Agencies serving Vallejo, including Solano County
- 501(c)3 registered non-profit organizations based in or serving Vallejo
- Not-for-profit institutions involved in health, safety, education or community development that serve Vallejo

VCUSD shall collect and provide City with certificates of liability insurance, automobile insurance, and workers compensation insurance from all hosting agencies or organizations, listing the City of Vallejo as additional insured.

#### 4. In-Kind Contribution

In accordance with the 2013-2014 Participatory Budgeting Rulebook, "projects implemented by non-city public agencies must also include financial or value in-kind contributions." VCUSD agrees to administer the project, including providing the salary for the employee(s) managing the internship program with funding outside of this grant agreement, as per the estimate below:

VCUSD Responsibilities			nated In-Kind ontribution
Administration		\$	15,000
Recruitment, Placement & Supervision		٦	13,000
Finance		Ś	F 000
Payroll & Accounting		٦	5,000
Personnel & Processing		_	2 000
Human Resources		٦	3,000
	TOTAL	\$	23,000

## Recruitment of candidates for City of Vallejo internship openings

VCUSD shall also provide recruitment services for City of Vallejo internship openings as part of their in-kind contribution. The City will make best efforts to provide internships within City departments, which may change in the sole discretion of the City. VCUSD will provide intern candidates for each of the different City departments available to host interns, corresponding to the applicants' experience, interests, and anticipated career path. City shall interview all candidates and inform VCUSD of who it will appoint to each of the internships within 10 business days of completing interviews. VCUSD will assume responsibility for background checks, payroll, evaluations, and other related activities.

Administrative responsibilities provided as an in-kind contribution by VCUSD fall within four categories:

- 1) Outreach to Eligible Institutions and Applicant Recruitment
- 2) Screening, Background and Placement of Eligible Interns
- 3) Career and Education Enrichment Services

<sup>&</sup>lt;sup>1</sup> Faith-based organizations, churches, mosques, synagogues or other religious organizations – even if not-for-profit – are not eligible unless the organization has obtained 501(c)3 status for an entity that does not promote any religious views.

## 4) Performance Monitoring and Evaluation

## 1) Outreach to Eligible Institutions & Applicant Recruitment

VCUSD assumes responsibility for conducting outreach to eligible institutions, including utilizing all available City of Vallejo and VCUSD media sources, newsletters, communications and contacts, to assure potential hosting institutions are aware of the opportunity to bring on an intern at no cost and can apply to VCUSD for possible placement.

This includes but is not limited to:

- Public agencies based in or serving Vallejo, including GVRD, Solano County, Vallejo Sanitation & Flood Control District, and SolTrans
- ii. 501(c)3 registered non-profit organizations
- iii. Community organizations
- iv. Educational Institutions
- v. Not-for-profit institutions involved in health, safety, education or community development that serve Vallejo
- vi. Local colleges including Solano Community College, CAL Maritime Academy and Touro University

VCUSD also assumes responsibility for providing an open, fair, and transparent recruitment process of students for available positions.

Recruitment and outreach for applicants can include:

- i. Utilizing on-site counselors, career guidance programs, teachers, school administrators, or other faculty
- ii. Posting on social media, message or bulletin boards, distributing flyers, posters, or other media
- iii. Collaborative outreach with the City of Vallejo, GVRD, or other public agencies

#### 2) Screening, Background & Placement of Eligible Interns

VCUSD shall screen applicants through a paper or online application process, verify enrollment and other required documentation, conduct a background check, and prioritize applicants for open positions. Placement may be based on students' experience, educational achievement, demonstrated aptitude, availability, and/or performance.

#### 3) Career and Education Enrichment Services

VCUSD shall provide ongoing career and/or education enrichment services available through VCUSD or affiliate programs or organizations, including but not limited to assisting students with interview skills/tips, resume writing guidelines, and higher educational opportunities and scholarships that can build on the summer internship.

## 4) Performance Monitoring & Evaluation

VCUSD shall monitor attendance and performance throughout the internship term for all interns. Hosting organizations and agencies will be responsible for tracking hours worked. VCUSD will be required to obtain written approval from hosting organizations that verify hours, a supplemental requisite for requests for payment to City for reimbursement of payroll.

At the conclusion of the internship terms, VCUSD shall obtain and provide City with a written evaluation from internship supervisors at each organization per Exhibit A, Attachment 1, including for internships hosted by the City of Vallejo.

## 5. Schedule

All internship terms shall be completed no later than August 31, 2016. Successful completion of all Deliverables (#2) as described above shall occur on or before September 30, 2016. Monthly progress reports shall update the City on activities in progress or completed, and invoices and/or receipts may be submitted upon Budget (#6) below, in accordance with this signed Grant Agreement, Part E – Payment Process and Documentation.

## 6. Budget

The budget is based on a \$10 hourly wage for interns. All interns will be paid by VCUSD with reimbursements provided from this grant funding upon receipt of invoices from VCUSD using the Request for Payment Form (Exhibit C).

TOTAL PROJECT FUNDING		\$ 82,000.00
Vallejo City Unified School Dist	rict (VCUSD)	
Grant allocation for VCUSD-placed internships		\$ 82,000.00
Hourly wage		\$ 10.00
Mandatory expense	16%	
Total Hourly Cost		\$ 11.60
Maximum hours/week	29	
Maximum term of internships (weeks)	8	
Maximum hours per intern over term	232	
Total intern hours	7068	
TOTAL VCUSD PAYROLL		\$ 80,736.00
Contingency		\$ 1,264.00
Minimum number of internships funded	30	

#### RESOLUTION NO. 16-049 N.C.

# A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXTENSION OF THE PARTICIPATORY BUDGETING SUMMER YOUTH INTERNSHIP PROGRAM AND REALLOCATING FUNDING IN AN AMOUNT NOT TO EXCEED \$82,000

WHEREAS, upon the completion of the Participatory Budgeting election process, the results were presented to this Council on October 14, 2014, and eight projects were selected by the public, including the "Summer Youth Employment and Internship Program," hereinafter, the "Project;" and

**WHEREAS**, pursuant to Resolution No.14-129 N.C., the Council allocated \$186,000 in Measure B funding for the Project and authorized the City Manager to implement the Project; and

WHEREAS, the City Manager executed a contract with the Vallejo City Unified School District (VCUSD) on June 18, 2015, in the amount of \$186,000, for VCUSD to recruit, place and pay high school students for summer internships at Vallejo public agencies or non-profit organizations; and

WHEREAS, Vallejo City Unified School District (VCUSD) administered the project and provided an in-kind contribution of more than \$23,000 of administrative and overhead costs; and

WHEREAS, in Summer 2015, VCUSD placed 67 high school youth with Measure B grant funding from the PB Project, and those youth worked more than 7,700 hours at public agencies or non-profit organizations, and their hourly wages expended a total of \$81,239 of Measure B funding as part of the PB Project; and

WHEREAS, pursuant to Resolution No. 16-027, this City Council reappropriated \$461,103 in unspent Cycle 1 and 2 PB Project Funds, which included \$104,000 from the original grant agreement with VCUSD for the Summer Youth Internship project; and

WHEREAS, VCUSD has offered to recruit, place and provide administrative/payroll services for a similar number of students in Summer 2016 if funding is available for interns' hourly wages; and

WHEREAS, VCUSD aims to provide every interested junior and senior high school student with the opportunity to gain experience in the workplace during their summer break. VCUSD's current high school internship program places students at non profits and public agencies in Vallejo. However, previous funding sources are no longer available, and VCUSD lacks the resources to place and pay interested students; and

WHEREAS, VCUSD, the City of Vallejo and Vallejo nonprofit organizations have the capacity to host Vallejo youth and young adults, and in turn, these students have the capacity to make meaningful contributions in these workplaces and provide benefit to the general City of Vallejo residential and business population.

NOW, THEREFORE, BE IT RESOLVED that the City of Vallejo finds the foregoing recitals to be

true and additionally finds that implementing this Project will provide a public benefit based on the recitals above.

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

- Execution of a Grant Agreement with Vallejo City Unified School District to extend the Summer Youth Internship Program for a second year in Summer 2016, in an amount not to exceed \$82,000.
- Grant agreement(s) to be in a form as approved by the City Attorney. Each entity offering internships or employment to youth through this program can proceed individually to meet their requirements and obtain grant funds. The Agreement must include the following: a description of the services provided for the public benefit. A description of the in-kind contribution from the Vallejo City Unified School District. Safeguards for accountability and Project delivery including a final report to the City once project is completed. Pursuant to Cal. Gov Code Section 1090, funds disbursed through this project will not provide any personal or financial benefit to any person who participated in the development of this project during Cycle Two of Participatory Budgeting.

BE IT FURTHER RESOLVED, that subject to the findings and the conditions set forth in this resolution, the City Council hereby authorizes the City Manager to establish the project and redistribute budgeted and appropriations of \$82,000, authorizes the City manager the administrative authority to execute any and all agreements, subject to review by the City Attorney, and to take any and all required actions to implement the Project, consistent with this Resolution, the Vallejo Municipal Code, the PB Rulebook and any other applicable authority and additionally authorizes him to amend the project so as to ultimately promote the goals of the Project as set forth in the "Description of voter-approved Project Proposal."

**BE IT FURTHER RESOLVED,** that subject to the findings and the conditions set forth in this resolution, the City Council hereby reappropriates \$82,000 from Cycle 1 and 2 PB Project Funding to implement this project.

Adopted by the City Council of the City of Vallejo at a regular meeting held on May 10, 2016, by the following vote:

AYES: Mayor Davis, Vice Mayor Verder-Aliga, Councilmembers Malgapo, McConnell,

Miessner, and Sampayan

NOES:

None

ABSTAIN:

None

ABSENT:

Councilmember Dew-Costa

ATTEST:

DAWN G ABRAHAMSON CITY CLERK



## Participatory Budgeting Program REQUEST FOR PAYMENT FORM

1. GRANTEE NAME and ADDRESS
2. PB PROJECT NAME
3. NUMBER AND PERIOD OF PURCHASE ACTIVITY
a) #:
b) From, 201 to, 201
4. AMOUNT OF PAYMENT REQUEST AND GRANT FUNDS BALANCE
a) Type of Payment Requested: Invoice from Vendor Reimbursement Final
b) Grant Project Amount:
c) Funds Received to Date:
d) Available prior to this request (b. minus c.):
e) Amount of this request:
f) Remaining Funds after this Payment (d. minus e.):
5. PROJECT COSTS INCLUDED IN THIS REQUEST
a) Detail project costs in an itemized fashion. A "Budget Worksheet" is attached to use for this section. If an advance is being requested, please include a quote or bid from a vendor that the City can use to generate purchase order in addition to or in lieu of the Budget Worksheet. If a reimbursement is being requested, please include all invoices or receipts.
b) When possible, the City requests that items are purchased from vendors located in Vallejo. Please list any items purchased outside of Vallejo and a brief explanation of why it was difficult to purchase locally.

NOTE: Requests for payment can include materials purchased or ordered after July 23, 2013.

BUDGET WORKSHEET

b	Τ	Г												
AMOUNT														
NUMBER OF ITEMS														
ITEM DESCRIPTION														
DATE PURCHASED   ITEM														TOTAL

#### 6. APPLICANT SIGNATURE

Signature:

accordance with the project specifications, are complete	and accurate, and are eligible under the agreement.
Printed Name	_
Title	-
Signature	Date
**OFFICI	AL USE ONLY** Charge to G/L Account #:

Date:

I hereby declare under the penalty of perjury that the goods or materials covered by this report have been performed in



1. GRANTEE NAME and ADDRESS

## Participatory Budgeting Program CHANGE ORDER FORM

2. PB PROJECT NAME:
3. CHANGE ORDER NUMBER:
4. REQUESTED CHANGE IN ACTION PLAN
a) Please describe and explain the need for changes or deviations from Exhibit A (Action Plan). If applicable, please explain how this change may affect the timeline for purchasing funds or completing activities with grant monies.
b) Provide details showing how the requested change modifies the list of materials to be purchased and/or activities undertaken. This may include a description of costs of new items or activities, altered items or activities or anticipated items or activities that will not be purchased or performed. (The attached "Budget Worksheet" is attached to use for this section. Only include items that do not appear in the Action Plan, or are changed.) Show how the change will not affect the total grant monies to be received from the City.

**BUDGET WORKSHEET** 

		 	 T	 Т-	 ······································		 _		_	 	1		 1	1	-	
AMOUNT																
NUMBER OF ITEMS								Administration of the second o								
ITEM DESCRIPTION																
MLL																
CHANGE RECLIESTED	1															TOTAL:

## 5. APPLICANT SIGNATURE

I hereby declare under the penalty of perjury that the goods or mate accordance with the project specifications, are complete and accura	
Printed Name	
Title	
Signature	Date

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

	ds the provisions of that certain Contract dated (Grantee Name).	, by
REQUESTED BY: GRANTEE NAME:	APPROVAL GRANTED: ACCEPTED BY:	
Ву:	Will Morat, Administrative Analyst I	
	DATE:	
DATE:		
	APPROVED BY:	
	Joanna Altman Administrative Analyst II	



## Participatory Budgeting Program PROGRESS REPORT FORM

1. GRANTEE NAME and ADDRESS	
2. PB PROJECT NAME	
3. PROGRESS REPORT NUMBER AND PROGRESS REPORT PERIOD	
a) #:	
o) From, 201 to, 201	

4. PROGRESS UPDATE Describe percentage of materials purchased and activities undertaken as described in Exhibit A: Action Plan. If materials were not purchased or requested or activities were not undertaken as listed in Exhibit A during this progress report period, do not omit them; list them and give a brief explanation of the planned timeline for making purchases or completing activities. Attach additional page if necessary.

b) Funds Received to Date:
c) Available (a. minus b.):
6. ANTICIPATED OR PLANNED ACTIVITIES FOR NEXT PROGRESS REPORT PERIOD
a) Describe the activities (and at which sites, when applicable) that are anticipated or planned.
b) If applicable, please describe and explain the need for changes or deviations from Exhibit A: Action Plan. Use the budget worksheet below to show changes or deviations in expenditures. (If changes or deviations are necessary, please sign on the last page of this document. After review from the City Manager or designee, you will be informed if approval has been granted to change or deviate from the Action Plan.)

5. GRANT FUNDS BALANCE

a) Grant Project Amount:

BUDGET WORKSHEET

CHANGE RECITESTED	ITEM	ITEM DESCRIPTION	NUMBER OF ITEMS	AMOUNT
	and the same of th			
TOTAL:				

<ol> <li>PHOTOGRAPHS Please provide photographs of prophotograph and provide a brief description.</li> </ol>	oject progress in digital format. Note the date and location of the
	e describe, in numerical terms if possible, the impact of grant funds. ook part in educational programming, or used materials purchased with nds of produce); etc.
7. APPLICANT SIGNATURE	
I hereby declare under the penalty of perjury that the g	goods or materials covered by this report have been performed in ete and accurate, and are eligible under the agreement.
Printed Name	-
Title	-
Signature	Date

This Change Order modifies and amends the and between the City of Vallejo and	provisions of that certain Contract dated(Grantee Name).	, b
REQUESTED BY: GRANTEE NAME:	APPROVAL GRANTED: ACCEPTED BY:	
Ву:	Will Morat, Administrative Analyst I	
	DATE:	
DATE:	APPROVED BY:	
	Joanna Altman Administrative Analyst II	