

PB F5 Support the STEAM Program Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 21st day of May 2014, by and between the City of Vallejo, a charter city and municipal corporation ("CITY"), and the Vallejo City Unified School District (VCUSD), a non-city public agency ("GRANTEE"), who agree as follows:

A. Project Description

Attached hereto in Exhibit "A" is a plan for how monies will be spent, including needed equipment to be purchased for the Vallejo Middle School STEAM (Science, Technology, Engineering, Arts, Mathematics) Program. Herein, Exhibit "A" is referred to as 'Purchases and In-Kind Contributions.'

Also attached hereto is Exhibit "B": Resolution No. 13-115 N.C. approving the 'Support Libraries and STEAM Program' Project (Project), setting forth project conditions, and authorizing the City Manager to take any and all required actions to implement the project.

Attached hereto as Exhibit "C" is a memorandum from the Office of the City Manager dated October 25, 2013 describing an adjustment in the implementation of the Project. After the submission of the memorandum to the City Council, the Project is referred to as 'Support the STEAM Program.'

B. Project Implementation

1. The CITY hereby grants to the GRANTEE an amount not to exceed \$270,000.00, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits A, B, and C of this Agreement and pursuant to all other terms and conditions set forth herein.
2. Per the Participatory Budgeting in Vallejo 2012-2013 Rulebook, as a non-city public agency, the GRANTEE must provide financial or in-kind contributions in addition to the Grant Funds provided by the CITY. Exhibit A details these in-kind contributions to be made by the GRANTEE.
3. The GRANTEE shall complete the Project by June 30, 2015. GRANTEE shall begin the Project by March 2014 and demonstrate ongoing, steady progress toward completion of the Project by June 30, 2015.
4. 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, B and C. This may include changes to any of the items or costs identified in the 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.

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.

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 D. 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 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 Project Scope as described in Exhibits A, B and C, together with any CITY-approved amendments to the Project Scope.

F. Project Review, Inspection and Documentation

1. The GRANTEE shall submit written progress reports with photographs by July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015 and June 30, 2015 (or upon final purchase), 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 E.

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 project completion date stated in B.3, 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. 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 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 whose compensation or reimbursements are included as in-kind contributions in Exhibit A, 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, 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 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 Project 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 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: Dr. LaTonya Derbigny
Director of School & Student Accountability
Vallejo City Unified School District
665 Walnut Drive
Vallejo, CA 94592
707 556 8921, ext. 50285
lderbigny@vallejo.k12.ca.us

S. List of Exhibits

Exhibit A - Purchases and In-kind Contributions
Exhibit B - Resolution No. 13-115 N.C.
Exhibit C - Memorandum from the Office of the City Manager dated October 25, 2013

Exhibit D - Request for Payment Form
Exhibit E - Progress Report Form
Exhibit F - 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: 

By: 

Name: DR. RAMONA E. BISHOP

Daniel E. Keen
City Manager

Position ID: SUPERINTENDENT

DATE: 6/11/14

DATE: 6-19-14

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: Purchases and In-Kind Contributions

The Project Scope includes:

- An action plan describing how items purchased with PB Project funds will be used in service to the STEAM Program.
- 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 action plan.

Action Plan

Overview

The Vallejo City Unified School District (VCUSD) is actively working to develop a College and Career Pipeline by creating TK-8 STEAM (Science, Technology, Engineering, Arts, and Mathematics) curricula that increases student engagement and achievement, thereby preparing more students to successfully complete an existing STEAM High School Career Academy. The residents of Vallejo demonstrated their support of VCUSD's STEAM Program through the Participatory Budgeting vote that took place in May 2013. The project, as approved by the City Council on July 23, 2013 and amended by the staff of the Office of the City Manager on October 25, 2013, directs funds to the VCUSD's three middle schools: Franklin, Hogan and Solano.

Goals of the PB Project: Addressing Deficits and Building Capacity

After implementing the STEAM curricula for the past two years, VCUSD has identified several critical deficits and challenges to be addressed as they improve the rigor and quality of the STEAM initiative. The timing of the Participatory Budgeting project, "Support the STEAM Program," aligns with several improvements VCUSD is incorporating for the 2014-2015 academic year.

First, the lack of adequate resources and supplies hinders the ability of students to participate in more rigorous STEAM projects. The PB Project funds are critical to overcoming these deficits and the supplies and items included in the budget are targeted enhancements to the Middle School STEAM initiative and reflect the learning over the past two years. These items, detailed in the budget, include technology, materials, and furniture to facilitate the creation of more ideal learning spaces (i.e. STEAM labs). Students will accomplish the following activities with the listed supplies: robotics projects, engineering projects, computer programming projects, fine arts projects, and public speaking projects.

Second, they have found that our current classroom configurations do not easily facilitate the creative projects in our STEAM courses. In particular, classrooms are confining, resulting in a lack of adequate collaborative space for students to create and practice presentation skills and damage to projects and equipment. VCUSD's in-kind contributions are intended to address this second set of challenges and deficits, providing the staffing capacity and dedicating additional classroom space to create three STEAM laboratories at each of the three VCUSD middle

schools by December 2014. The additional staffing capacity in the 2014-2015 academic year, including the addition of a STEAM District-level Coordinator, a STEAM Instructional Coordinator at each school, an afterschool coordinator at each school and supporting STEAM staff, ensure that students can fully utilize the items purchased through the PB project. The funds, training stipends, and professional development ensure that the staff is prepared to employ the new equipment and materials to be purchased with PB project funds.

Description of Items

Below is a listing of the items to be purchased with PB Project funds. The enclosed budget includes these items under two categories, “Supplies” and “Contractual/Other.” The PB Project funds are focused on durable equipment that will strengthen the rigor of the curriculum and associated activities and foster partnerships with institutions of higher education for the next several years.

Technology	Materials	Furniture
Computer Screens/LCD Monitors: 6 per lab for creating materials collaboratively	Linkbots kits: One set of 20 for each school of robotic parts from UC Davis	Collaboration Tables: 6 per lab
Desktop Computers (Asus): 6 per lab	STEAM Kits: 1 per lab for teaching about engineering, robotics and energy	Chairs: 36 per lab
Wireless Keyboards with Mice: 6 per lab	Arts Materials: At each school, a variety of materials and supplies in support of fine arts, performing arts, music, and other arts based on the foci of each school	Powercords: 6 per lab
3-D Printers: 1 per school for the production of 3-dimensional creations, including art, robotics parts, and other STEAM related objects		
Computer Repair Toolkits: 6 per lab		
Computers on Wheels (COWs): 1 set per lab of tablets, ipads or laptops		
Mouse Squad Registrations: 1 per school to develop a team of students with technical knowledge about the functioning of computers and technological skill		

Below is a listing of VCUSD's in-kind contributions in terms of personnel and training stipends/professional development.

Personnel	Training Stipends/Professional Development
District Level Coordinator: one who will work across the three schools	Summer Institutes/Trainings: 40 teachers will participate in four days of training to enable them to assist with curriculum development and serve as STEAM leaders at their school sites.
STEAM Instructional Coordinators: one at each school	Monthly STEAM Teacher Networks: Funds will be available for monthly teacher collaboration network activities and linking teachers across grade levels.
Afterschool Coordinators: one at each school	Monthly/quarterly creation and revision of STEAM curricula: VCUSD estimates that 40 teachers will spend 3 hours/month over 10 months to create curriculum revisions
STEAM Activities Leaders for Arts, Music, Science, Technology and Math enrichment: Approximately 40 teachers	

Outcomes

VCUSD will report on the number of students using the purchased items at what frequency as part of their submission of quarterly progress reports over the life of the agreement (until June 30, 2015). In addition, VCUSD will collect quantitative and qualitative data to share with the City of Vallejo in the quarterly progress reports. Reports will indicate the impact of the STEAM Program on improving students' math and English proficiency while developing students' capability and enthusiasm about entering a STEM (science, technology, engineering and mathematics) field of study in college or as a career.

PB F5 STEAM Program Grant Budget
Budget for three (3) STEAM Laboratories at each Vallejo middle school (Franklin, Hogan, and Solano)

Item	Cost for each unit	Number of Units	Number of Labs	Number of Schools	PB Project Funds (grant)	VCUSD Funds (in-kind)	Total
Personnel							
STEAM District-level Coordinator	\$110,000.00	1	-----	-----	-----	\$110,000	\$110,000
STEAM Instructional Coordinators	\$96,333.33	1	-----	3	-----	\$289,000	\$289,000
Afterschool Coordinators	\$50,000.00	1	-----	3	-----	\$150,000	\$150,000
Activities leaders	-----	-----	-----	3	-----	\$50,000	\$50,000
Supplies							
Collaboration Tables	\$300	6	3	3	\$16,200	-----	\$16,200
Chairs	\$70	36	3	3	\$22,680	-----	\$22,680
Linkbots Kits	\$9,000	1	-----	3	\$27,000	-----	\$27,000
Computer Screen/LCD Monitor	\$550	6	3	3	\$29,700	-----	\$29,700
Desktop Computer (Asus)	\$400	6	3	3	\$21,600	-----	\$21,600
Wireless Keyboard with Mouse	\$40	6	3	3	\$2,160	-----	\$2,160
Powercords (for surge protection)	\$10	6	3	3	\$540	-----	\$540
3-D Printers	\$7,000	1	-----	3	\$21,000	-----	\$21,000
Computer Repair Toolkits	\$40	6	1	3	\$720	-----	\$720
STEAM Kits	\$7,000	1	-----	3	\$21,000	-----	\$21,000
Computers on Wheels (COWs)	\$28,000	1	-----	3	\$84,000	-----	\$84,000
Arts Materials	\$5,800	1	-----	3	\$17,400	-----	\$17,400
Contractual/Other							
Mouse Squad Registration	\$2,000	1	-----	3	\$6,000	-----	\$6,000
Training Stipends/Professional Development							
Summer Institutes/Trainings	\$500	40	-----	-----	-----	\$20,000	\$20,000
Monthly STEAM Teacher Network Activities	\$1,250.00	40	-----	-----	-----	50,000	\$50,000
Monthly/Quarterly creation and revision of STEAM Curricula	\$1,200	40	-----	-----	-----	48,000	\$48,000
Totals					\$270,000	\$717,000	\$987,000

RESOLUTION NO. 13-115 N.C.

AMENDING THE FISCAL YEAR 2013-2014 CIP BUDGET, AUTHORIZING THE IMPLEMENTATION OF (PB F5 PROJECT) SUPPORTING SCHOOL LIBRARIES AND S.T.E.A.M.

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 'Support for School Libraries & STEAM Project' as described in the 'Description of voter Approved Project Proposal' attached to the staff report on that date, hereinafter, 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, schools and libraries continue to play a major role in fostering literacy in our nation, particularly among those segments of the populations that need special assistance in developing literacy skills, such as preschool and elementary school children; and

WHEREAS, Vallejo elementary school libraries are in a remarkable position to expose children to great quantities of print and meaningful language opportunities that researchers say are crucial to reading achievement; and

WHEREAS, this Project will support educational efforts of the Vallejo City Unified School District, increasing educational and reading opportunities in school aged children and will promote literacy and educational opportunities for its school aged residents; and

WHEREAS, helping the Vallejo City Unified School District expand the Science, Technology, Engineering and Math Program will help prepare students for future job opportunities; and

WHEREAS, it is the City of Vallejo's purpose to serve the public interest by promoting the literacy and education of its residents; and

WHEREAS, the 1948 Universal Declaration of Human rights recognizes the right to education, as do other binding international conventions including the International Covenant on Civil and Political Rights (ICCPR) and the International Covenant on Economic, Social and Cultural Rights, both adopted in 1966, which, together with the Universal Declaration of Human Rights, were proclaimed by the United Nations as constituting the International Bill of Human Rights.¹; and

WHEREAS, in modern societies an educated public and the literacy skills of its participants are fundamental to informed decision-making, personal empowerment, and both active and passive participation in local and global social community; and

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

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:

1. Execution of one or more Grant Agreement with Vallejo City Unified School District in amounts consistent with the Project Proposal Form and which incorporate(s) above principles.
2. Grant agreement(s) to be in a form as approved by the City Attorney. Each location can proceed individually to meet their requirements and obtain grant funds. The Agreement must include the following:
 - a. A description of the services provided for the public benefit.
 - b. A description of the in-kind contribution from the Vallejo Unified School District.
 - c. Safeguards for accountability and Project delivery including a final report to the City once project is completed.
 - d. Pursuant to Cal.Gov. Code § 1090, no person who participated in any capacity (whether as a 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.

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

1. Amend the Fiscal Year 2013-2014 General Fund and Capital Improvement Program (CIP) Budgets, redistributing \$270,000 from Project Number PB-000 in the CIP Budget to the City's General Fund to implement the Project, and 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 Rule book 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'.

¹ "Why Literacy Matters"; http://www.unesco.org/education/GMR2006/full/chapt5_eng.pdf

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



**MEMORANDUM
OFFICE OF THE CITY MANAGER**

DATE: October 25, 2013
TO: Mayor and Members of the City Council
FROM: Daniel E. Keen, City Manager 
Joanna Altman, Administrative Analyst II 
CC: Claudia Quintana, City Attorney
SUBJECT: Participatory Budgeting (PB F5 Project) Supporting School Libraries and S.T.E.A.M.

On July 23, 2013, the City Council adopted [Resolution No. 13-115 N.C.](#) (Attachment A) authorizing the Participatory Budgeting project [Supporting School Libraries and S.T.E.A.M.](#) (Attachment B). The City Council approved a three part project:

1. \$20,000 for the purchase of additional textbooks for Vallejo & Jesse Bethel High School Libraries.
2. \$25,000 for the Accelerated Reader programs at Loma Vista & Highland elementary school libraries
3. \$225,000 for the Vallejo Middle School STEAM (Science, Technology, Engineering, Arts, Mathematics) program, to purchase needed equipment.

Staff held a meeting with Vallejo City Unified School District (VCUSD) representatives Dr. Latonya Derbigny, Director of School and Student Accountability, and Mitchell A. Romao, Director, Categorical and English Learner Programs. We learned that VCUSD was the recent recipient of a grant that funded upgrades to all of VCUSD's Elementary School Accelerated Reading programs. As a result, VCUSD representatives voiced their opinion that all of the City's PB grant funding would be best spent on the STEAM investment alone.

The authorizing PB Resolution "...authorizes him [the City Manager] to amend the project so as to ultimately promote the goals of the Project..." As a result of the School District's input, staff agrees that all of the funding (\$270,000) should be dedicated to the STEAM project. STEAM was created in alignment with our nation's need for highly skilled STEAM workers to fill the more than 1.5 million job openings projected to exist by 2020. This model not only codifies existing collaborative relationships between a variety of regional leaders of higher education, industry, and schools, but may help Vallejo attract the kinds of businesses that provide living wage jobs to residents in the city. This project will provide funding assistance to the current middle school program. Dr. Derbigny has been working diligently to apply for U.S. Department of Education and California Department of Education grants to increase the program opportunity district wide.

This memorandum is for the Council's information only. If you have any questions or concerns, please contact Joanna Altman.

Attachment A: Resolution No. 13-115 N.C.

Attachment B: Description of voter-approved Project Proposal

RESOLUTION NO. 13-115 N.C.

AMENDING THE FISCAL YEAR 2013-2014 CIP BUDGET, AUTHORIZING THE IMPLEMENTATION OF (PB F5 PROJECT) SUPPORTING SCHOOL LIBRARIES AND S.T.E.A.M.

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 'Support for School Libraries & STEAM Project' as described in the 'Description of voter Approved Project Proposal' attached to the staff report on that date, hereinafter, 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, schools and libraries continue to play a major role in fostering literacy in our nation, particularly among those segments of the populations that need special assistance in developing literacy skills, such as preschool and elementary school children; and

WHEREAS, Vallejo elementary school libraries are in a remarkable position to expose children to great quantities of print and meaningful language opportunities that researchers say are crucial to reading achievement; and

WHEREAS, this Project will support educational efforts of the Vallejo City Unified School District, increasing educational and reading opportunities in school aged children and will promote literacy and educational opportunities for its school aged residents; and

WHEREAS, helping the Vallejo City Unified School District expand the Science, Technology, Engineering and Math Program will help prepare students for future job opportunities; and

WHEREAS, it is the City of Vallejo's purpose to serve the public interest by promoting the literacy and education of its residents; and

WHEREAS, the 1948 Universal Declaration of Human rights recognizes the right to education, as do other binding international conventions including the International Covenant on Civil and Political Rights (ICCPR) and the International Covenant on Economic, Social and Cultural Rights, both adopted in 1966, which, together with the Universal Declaration of Human Rights, were proclaimed by the United Nations as constituting the International Bill of Human Rights.¹; and

WHEREAS, in modern societies an educated public and the literacy skills of its participants are fundamental to informed decision-making, personal empowerment, and both active and passive participation in local and global social community; and

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

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:

1. Execution of one or more Grant Agreement with Vallejo City Unified School District in amounts consistent with the Project Proposal Form and which incorporate(s) above principles.
2. Grant agreement(s) to be in a form as approved by the City Attorney. Each location can proceed individually to meet their requirements and obtain grant funds. The Agreement must include the following:
 - a. A description of the services provided for the public benefit.
 - b. A description of the in-kind contribution from the Vallejo Unified School District.
 - c. Safeguards for accountability and Project delivery including a final report to the City once project is completed.
 - d. Pursuant to Cal.Gov. Code § 1090, no person who participated in any capacity (whether as a 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.

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

1. Amend the Fiscal Year 2013-2014 General Fund and Capital Improvement Program (CIP) Budgets, redistributing \$270,000 from Project Number PB-000 in the CIP Budget to the City's General Fund to implement the Project, and 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 Rule book 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'.

¹ "Why Literacy Matters"; http://www.unesco.org/education/GMR2006/full/chapt5_eng.pdf

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



F5 Supporting School Libraries & STEAM Program

Funding for school libraries & equipment for Science, Tech, Engineering, Arts & Math (S.T.E.A.M.) program at middle schools.



Cost \$270,000

Location Vallejo & Jesse Bethel High School Libraries; Loma Vista & Highland Elementary Schools; Solano & Franklin Middle Schools

Who Benefits

Vallejo Youth

Project Description

This project has three parts. The first funds textbook purchases for Vallejo & Jesse Bethel High School Libraries (\$20k). The second funds books and scanners for the Accelerated Reader programs at Loma Vista & Highland elementary school libraries (\$25k). The third funds the S.T.E.A.M. program at Vallejo Middle Schools (\$225k). This funding would help purchase needed equipment for the program, including a robotics lab and lego kit.



Participatory Budgeting Vallejo

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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 ___ 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 optional 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.

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: ___ Yes ___ No	Charge to G/L Account #: _____
Signature: _____	Date: _____



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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: Purchases and In-Kind Contributions. 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 students used each item purchased with PB Project funds, how the items were used to enrich or enhance learning on a given topic, how many teachers and classrooms integrated the items into their curriculum, and so forth. Also reflect on the outcomes of the equipment and materials purchased with PB Project funds in terms of achieving the goals of the STEAM Program.

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 Vallejo City Unified School District.

REQUESTED BY:
GRANTEE NAME:
Vallejo City Unified School District

APPROVAL GRANTED:
ACCEPTED BY:

By: _____
Dr. LaTonya Derbigny

Alea Gage,
Administrative Analyst I

DATE: _____

DATE: _____

APPROVED BY:

Joanna Altman
Administrative Analyst II



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CHANGE ORDER FORM

1. GRANTEE NAME and ADDRESS

2. PB 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: Purchases and In-Kind Contributions.

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 Exhibit A, or are changed.) Show how the change will not affect the total grant monies to be received from the City.

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.

This Change Order modifies and amends the provisions of that certain Contract dated _____, by and between the City of Vallejo and Vallejo City Unified School District.

REQUESTED BY:
GRANTEE NAME:
Vallejo City Unified School District

APPROVAL GRANTED:
ACCEPTED BY:

By: _____
Dr. LaTonya Derbigny

Alea Gage,
Administrative Analyst I

DATE: _____

DATE: _____

APPROVED BY:

Joanna Altman
Administrative Analyst II