CALL AND NOTICE OF ADJOURNED REGULAR MEETING AT 6:00 PM OF THE VALLEJO CITY COUNCIL

JUNE 30, 2026

COUNCIL MEMBERS
Andrea Sorce (Mayor)
Diosdado "JR" Matulac (Vice-Mayor)
Peter Bregenzer
Helen-Marie Gordon
Tonia Lediju, PhD
Alexander Matias
Charles Palmares

HYBRID MEETING
www.Cityofvallejo.net

Council Chambers
555 Santa Clara Street
Vallejo, CA 94590

NOTICE: Members of the Public will be able to participate in-person or remotely via Zoom	City Hall and the Council Chambers will be open to members of the public 30 minutes prior to the start of the meeting.
PUBLIC COMMENT: Members of the Public may provide public comments during the City Council Meeting in person or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833.	**For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment**
VIEW THE MEETING: **There are four different ways you can view this public meeting:** • **In Person** • **Watch Vallejo local channel 28** • **Stream from the City website: www.cityofvallejo.net/Streaming** • **Join the Zoom webinar: https://ZoomRegular.Cityofvallejo.net**	Scan QR code for live captions and translation in Spanish and Tagalog.

Hybrid Options are available for members of the public to participate. To participate remotely

Option to Join by Computer	**Option to Join by Phone**
From your browser go to https://ZoomRegular.CityofVallejo.net to launch and join the zoom application. Meeting ID: 914 0075 0676# Meeting Password: 131313	Dial (669) 900-6833 Enter Meeting ID: 914 0075 0676# Meeting Password: 131313 Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute

Any supplemental writing related to an agenda item for an open session of a regular meeting that is distributed to all or a majority of all members of the City Council less than 72 hours before the meeting will be posted concurrently on the City's website at www.cityofvallejo.net/agendas Written material distributed during the meeting, will be available at the meeting if prepared by the City or after the meeting if prepared by someone else. Such materials may be obtained from the City Clerk

Vallejo City Council Chambers ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk's office no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof

AGENDA

TO THE MEMBERS OF THE VALLEJO CITY COUNCIL:

You are hereby notified that I do hereby call the Vallejo City Council in special session to consider only the matters stated on the agenda listed below. NOTICE: Members of the public shall have the opportunity to address the City Council concerning any item listed on the agenda before or during consideration of that item. No other items may be discussed at this special meeting

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. FIRST COMMUNITY FORUM

The Community Forum is an opportunity to address the Council on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Council to resolve. Any interested members of the public desiring to communicate with the City Council as part of the First Community Forum may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(https://ZoomRegular.Cityofvallejo.net), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first. When called upon, each speaker should step to the podium, state his/her name for the record. The conduct of the community forum shall be limited to a maximum of fifteen (15) minutes, with each speaker limited to a maximum of three minutes pursuant to Vallejo Municipal Code Section 2.02.300.

5. PUBLIC COMMENT REGARDING CONSENT CALENDAR ITEMS

Members of the public wishing to address the Council on Consent Calendar items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(https://ZoomRegular.Cityofvallejo.net), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first. Each speaker is limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310. Requests for removal of Consent Items received from the public are subject to approval by a majority vote of the Council. Items removed from the Consent Calendar will be heard immediately after approval of the Consent Calendar and Agenda.

6. CONSENT CALENDAR AND APPROVAL OF AGENDA

A. **ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALLEJO RATIFYING ALL SPECIAL FUNDS CREATED BY THE CITY OF VALLEJO THROUGH JUNE 30, 2027**

Recommendation: Adopt an ordinance of the City Council of the City of Vallejo ratifying all special funds created by the City of Vallejo through June 30, 2027

Contact: Nalungo Conley, Assistant City Manager/Acting Finance Director (707) 648-4301
Nalungo.Conley@cityofvallejo.net

B. **ADOPT A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE MARINA MANAGEMENT AGREEMENT WITH FOUNDERS 3 MANAGEMENT COMPANY TO EXTEND THE AGREEMENT TERM BY TWO YEARS AND INCREASE THE BASE MANAGEMENT FEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT**

Recommendation: Adopt a resolution approving the First Amendment to the Marina Management Agreement with Founders 3 Management Company (F3) to extend the Agreement term by two years and increase the base management fee, and authorizing the City Manager to execute the amendment.

Contact: Leonard Job, Public Works Director (707) 648-4433
leonard.job@cityofvallejo.net

C. **ADOPT A RESOLUTION APPROVING A FIFTH AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT WITH WSP USA, INC., FOR THE MARE ISLAND CAUSEWAY BRIDGE PREVENTATIVE MAINTENANCE PROJECT (PW9762) TO INCREASE THE NOT TO EXCEED AMOUNT TO $1,231,201 AND EXTEND THE TERM OF THE AGREEMENT BY ONE YEAR AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

Recommendation: Adopt a resolution approving a Fifth amendment to the Design Professional Services Agreement with WSP, USA, Inc., for the Mare Island Causeway Bridge Preventative Maintenance project (PW9762) to increase the not-to-exceed amount to $1,231,201 and extend the term of the agreement by one year and authorizing the City Manager to execute same.

Contact: Leonard Job, Public Works Director 707-648-4085
Leonard.job@cityofvallejo.net

7. ACTION CALENDAR

NOTICE: Members of the public wishing to address the Council on Action Calendar Items may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM (https://ZoomRegular.Cityofvallejo.net), or via phone, by dialing (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press *9 to digitally raise your hand from the phone. Press *6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. Each speaker is limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420 or as approved and announced by the Mayor. In person speakers will be recognized first.

A. **RECONSIDERATION AND ADOPT A RESOLUTION APPROVING A MEASURE P GRANT AGREEMENT TO GREATER VALLEJO RECREATION DISTRICT TO SUPPORT PUBLIC SAFETY AND YOUTH PRIORITIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME IN AN AMOUNT NOT TO EXCEED $300,000.00.**

Recommendation: Adopt a resolution approving a Measure P Grant Agreement to Greater Vallejo Recreation District to support Public Safety and Youth Priorities and authorizing the City Manager to execute the same in an amount not to exceed $300,000.00.

Contact: Harry Black, Interim City Manager (707) 648-4576
harry.black@cityofvallejo.net

B. **ADOPT A RESOLUTION APPROVING THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH FELTON INSTITUTE FOR THE IHART PROGRAM FOR AN AMOUNT NOT TO EXCEED $1,794,790 THROUGH JUNE 30, 2027, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

Recommendation: Adopt a Resolution authorizing a Consultant and Professional Services Agreement with Felton Institute for the IHART Program for an amount not to exceed $1,794,790 through June 30, 2027, and authorizing the City Manager to execute same.

Contact: Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

8. COMMUNITY FORUM

Any interested members of the public desiring to communicate with the City Council as part of the last Community Forum may do so in person by signing in to the Public Speaker's kiosk located in the back of the Council Chambers or via ZOOM:(https://ZoomRegular.Cityofvallejo.net), Option to join by phone: Dial (669) 900-6833. Enter Meeting ID: 914 0075 0676#. Press * 9 to digitally raise your hand from the phone. Press 6 to unmute/mute. For additional instructions on how to speak remotely during public comment, please visit www.cityofvallejo.net/publiccomment. In person speakers will be recognized first.

9. ADJOURNMENT

ADDITIONAL CITY INFORMATION

Members of the public can:

- Like us on Facebook and Instagram (@cityofvallejo)
- Sign up to receive City Communications via e-mail (www.cityofvallejo.net/subscribe)
- Sign up for emergency alerts at: alertsolano.com

Dated: Thursday, June 25, 2026	Andrea Sorce, Mayor

I, Dawn Abrahamson, City Clerk do hereby certify that I have caused a true copy of the above notice and agenda to be delivered to

Andrea Sorce (Mayor)
Diosdado "JR" Matulac (Vice-Mayor)
Peter Bregenzer
Helen-Marie Gordon
Tonia Lediju, PhD
Alexander Matias
Charles Palmares,

at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 10:45 a.m., Thursday, June 25, 2026.

Dated: Thursday, June 25, 2026	

Approved as to form:

By: _____ for
Veronica Nebb, City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VALLEJO RATIFYING ALL SPECIAL FUNDS CREATED BY THE CITY OF VALLEJO THROUGH JUNE 30, 2026

THE CITY COUNCIL OF THE CITY OF VALLEJO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby ratifies all special funds created by the finance department through June 30, 2026 as needed for proper accounting and fiscal management pursuant to City Charter section 713.

SECTION 2. The City Council hereby approves and authorizes the use of all special funds set forth in Exhibit 1 and Exhibit 2 attached hereto and incorporated herein. Said funds may be used by the City for the 26-27 fiscal year.

SECTION 2. This ordinance shall not be codified in the Vallejo Municipal Code.

SECTION 3. The provisions of this ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final adoption.

FIRST READ at a regular meeting of the City Council of the City of Vallejo held on June 23, 2026, and finally passed and adopted at a regular meeting of the City Council held the _____ day of July 2026, by the following vote:

AYES:

NOES:

ABSENT:

_____
ANDREA SORCE, Mayor

ATTEST: _____
DAWN ABRAHAMSON, City Clerk

City of Vallejo

Exhibit 1

Fund #	Fund Name	Fund Description	Status
001	GENERAL FUND	This is the City's primary operating fund. It accounts for all financial resources of the general government, except those that are legally required or by sound financial management tobe accounted for in another fund.	Active
002	UNAPPROPRIATED RESRV	This is a subfund of General Fund estabished for the purpose of meeting unforseen contingencies and emergencies of the City.	Active
003	GENERAL FUND MEASURE B	This is a subfund of General fund to account for Measure B/V sales tax revenues and related expenditures.	Active
004	GENERAL FUND RECOVERY	This is a subfund of General fund to account for Americam Rescue Plan Act (ARPA) grant revenues and related expenditures.	Active
005	GENERAL FUND MEASURE P	This is a subfund of General fund to account for Measure P sales tax revenues and related expenditures.	Active
101	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CFDA #14.248	Accounts for monies received and expended by the City as a participant in the Federal Community Development Block Grant program.	Active
102	HOME PROGRAM CFDA #14.239	Accounts for monies received and expended by the City as a participant in the Federal HOME Grant program.	Active
103	NEIGHBORHOOD STABILIZATION PROGRAM (NSP) CFDA #14.218	Accounts for monies received and expended by the City as a participant in the Federal NSP Grant.	Active
106	MARE ISLAND CONVERSION	Accounts for monies received from federal grants which are used for activities relating to the conversion of the Mare Island Naval Shipyard.	Active
107	MARE ISLAND BASE REUSE FUND	Accounts for monies received from tenants who used the buildings on Mare Island Naval Shipyard during conversion process.	Active
109	EMERGENCY DISASTER FUND	Accounts for monies received and expended including federal and state grant revenues for activities related to disasters.	Active
112	MARE ISLAND CFD 2002-1	Accounts for monies received from property owners for levies to pay CFD 2002-1 authorized services.	Active
113	MARE IS 2005 1A CFD SERVC	Accounts for monies received from property owners for levies to pay CFD 2005-1A authorized services.	Active
114	MARE ISLAND 2005 1-B CFD	Accounts for monies received from property owners for levies to pay CFD 2005-1B authorized services.	Active
121	HOUSING ADMIN CFDA#14.871	Accounts for the HUD Section 8 administrative grant allocation.	Active
122	SEC8 OPR RESV CFDA#14.871	Accounts for pre-2004 administrative grant funds that can be used for general housing purposes.	Active
123	SEC 8 VOUCHER CFDA#14.871	Accounts for the HUD Housing Choice Voucher program grant allocation.	Active
124	HOUSING DEVELOPMENT	Accounts for all non-federal, unrestricted Housing Authority resources and expenditures.	Active
126	AFFORDABLE HOUSING	Accounts for the activities related to Housing assets assumed by the Authority as Housing Successor to the former Redevelopment Agency. The activities are governed by California redevelopment law and must be used to provide housing for low and moderate income households.	Active
129	OUTSIDE FUNDED SERVICES	The fund was established to account for monies deposited by outside parties for specific purposes per their respective contracts with the City.	Active
133	STATE GAS TAX	This is a special revenue fund established under Streets and Highways Code §2105 – 2107.5, and is used to account for the City's share of the State's annual gas tax revenue allocation and the City's use of those funds in compliance with S&H codes. This fund is also used to account for revenues collected from the Vallejo Garbage Service, Street Sweeping for capital projects, insurance proceeds for damages caused on Street Signs/Street lights.	Active
134	STATE LANDS FUND	To account for monies received from lease revenues derived from state lands adjacent to the waterfront subject to State Lands Commission restrictions.	Active
135	SOLID WASTE DISPOSAL	To account for monies received from grants and garbage collection fines and expended on enforcing the mandatory garbage collection.	Active
137	NEIGHBORHOOD PARK-DEV FEE	Funds are managed by the city for disbursement to Greater Vallejo Recreation District upon receipt of written application requesting disbursement from the fund for expenditures made or proposed for the benefit or use of parks or recreational facilities.	Active
138	HIDDENBROOKE COMM SVC DST	Funds are used for the maintenance of roads, community center, grounds and infrastructure, entrance waterfall, lights, irrigation, and cleanliness of the Hiddenbrooke area.	Active
139	ASSET SEIZURE PROGRAM	Accounts for monies received from police confiscated drug money and property. Funds are held until final court/ judicial disposition is received. The funds are then restricted for police related activities.	Active
140	TRAFFIC OFFENDER VEH-VETO	Accounts for monies received and expended from vehicle impound fees	Active
143	HAZMAT REVOLVING FUND	Funds are used for all related expenses involving handling and disposal of hazardous waste. The accumulated balance is intended to cover a major hazmat spill if/when it occurs.	Active
147	NLP NUISANCE ABATEMENT FD	This will provide funds for the City to pay to demolish dangerous buildings or prevent escalating nuisance conditions on private property through board-ups or other special projects.	Active
151	SUP LAW ENFORCEMENT GRANT	Accounts for monies received from the Supplemental Law Enforcement Services Grant. This grant is subject to State Legislature Annual Budget and is based upon population. Funds are automatically disbursed to the City by State through Solano County.	Active
161	LANDSCAPE MAINT DIST-ADM	This fund is set up to account for city costs associated with administering and overseeing all LMD districts.	Active
162	SO VALLEJO BUSINESS PARK	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
163	SANDPIPER POINT LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
164	SUMMIT II LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
165	TOWN & COUNTRY LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
166	COSTA DEL RIO (SEAVIEW)	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
167	MONICA PLACE LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
168	GREENMONT/SEAPORT LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
169	RIDGECREST LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
170	CARRIAGE OAKS LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
171	CIMARRON HILL/MADIGAN LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active

City of Vallejo

Exhibit 1

Fund #	Fund Name	Fund Description	Status
172	FLEM HILL/SPRINGTREE LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
173	SOMMERSET I & II LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
174	WOODRIDGE LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
175	COLLEGE HILLS LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
176	SOMMERSET III LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
177	BORDONI RANCH LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
178	N/E QUADRANT LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
180	GARTHE RANCH LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
181	HUNTER RANCH I & II LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
182	GLEN COVE I & II-CTRY PL	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
183	HUNTER RANCH III LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
184	TOWN & COUNTRY II LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
185	GLEN COVE III LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
186	MARINE WORLD LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
187	MARIN VIEW LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
188	GARTHE RANCH ESTATE LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	Active
191	NAVIGATION CENTER	Accounts for various donations to support the operation of the Vallejo Homeless Navigation Center.	Active
192	COSTCO LOAN FUND	This fund is established to account for the receipt and disbursement of funds related to the Costco Loan Agreement. It will track loan proceeds and subsequent disbursements made related to the project.	Active
193	PLANNING AND DEVELOPMENT SERVICES	This fund is established to account for revenues and expenditures related to the City's planning, zoning, permitting, and development functions.	Active
194	MULTIYEAR PROGRAM	To track the expenditures of General Fund supported projects that receive funding allocations spanning more than one fiscal year	Active
201	CAPITAL OUTLAY FUND	Accounts for capital outlay projects, including acquisitions and improvements of public property, public works projects, facilities, equipment and systems funded by General fund and other sources.	Active
203	TRANSP. IMPACT MITIGATION	To account for development impact fees for transportation mitigation monies collected by the City at the time of development.	Active
204	BRIDGE CONSTRUCTION	To account for the monies received from the Bridge Construction Development Tax ordinance and expended to provide new bridges and other traffic improvements within the City.	Active
205	FIRE STATION #7 FACILITY	To track funding and expenditures for project PW9963, Fire Station No. 7. This project began in 1989, and was completed in 2001. Funding for the project was provided by developer fees.	Active
206	ARTS & CONVENTION CENTER	To account for monies set aside for the design and construction of an Arts and Convention Center within the City. This fund accounts for the Advance to the Redevelopment Agency to fund the Empress Theater renovation. Fund 206 is the lender, and the Redevelopment Agency of the City of Vallejo is the borrower.	Active
208	NORTHGATE FEE DIST #94-1	To account for monies received from the development of the Northgate areas and expended for improvements therein.	Active
211	HIDDENBROOK/S.V.OVERPASS	To account for developer fees and Hiddenbrooke excise taxes collected for overpass project expenditures.	Active
213	MARE IS.CFD2005-1A FACLTS	Accounts for monies received from property owners for levies to pay CFD 2005-1A authorized facilities.	Active
218	NEQ 2003-1 IMP BOND	To account for Improvement Bond funds for the NE Quadrant.	Active
219	GAS TAX CAPITAL PROJECTS FUND	Accounts for monies received from State traffic congestion relief and proposition 42 replacement allocations for street maintenance and capital expeditures.	Active
221	CAPITAL GRANT & CONTRIBTN	Accounts for capital project expenditures funded by grants, developers, and other third parties.	Active
224	COLUMBUS PARKWAY IMPROVMT	To account for revenue received from developer's payment (CP payment) for use on Columbus Parkway widening project.	Active
226	ROAD MAINT/REHAB ACT FUND	To account monies received for RMRA Road Maintenance and Rehabilitation Account for basic road maintenance and critical safety projects on the local streets and roads system.	Active
227	WATERFRONT HISTORY PARK PROJECT FUND	Accounts for the planning, development, and construction of the Waterfront History Park Prokect and other activities that further the goals of the project.	Active
228	MEASURE P CAPITAL PROJECT FUND	To account for capital-related projects funded by Measure P salex tax.	Active
303	1999 COPS & POL/FIRE STA	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the 1999 Certificates of Participation.	Active
309	LOAN A	This fund is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to 2000, 2002, and 2003 certificate of participation which were restructured into UBOC Reimbursement Loan Obligations A and Loan B.	Active
343	HIDDENBROOKE 1998	Accounts for the accumulation of resources for, and the payment of the long-term debt principal, interest and administrative expenses related to the Hiddenbrooke Improvement District #1998-1 Improvement Bonds, 1998 Series A. Proceeds of the bonds were used to refund the previously issued Sky Valley CFD bonds.	Active
346	N.E. QUAD IMP DIST 03-1	This is a (assessment district) debt service fund used to account for the accumulation of resources for, and the payment of principal, interest and administrative expenses related to the Northeast Quadrant Improvement District #2003-1 Improvement Bonds, 2003 Series A.	Active
348	HIDDENBROOK IMP DST-2004A	Accounts for the accumulation of resources for, and the payment of principal, interest and administrative expenses related to the Hiddenbrooke Improvement District 2004 Series A. Proceeds from the bonds were used to purchase the 1998 district bonds in lieu of redemption.	Active
401	WATER	To account for the production and distribution of water to residents and businesses located within the city.	Active

City of Vallejo

Exhibit 1

Fund #	Fund Name	Fund Description	Status
402	TRAVIS WATER OPERATING	To account for the activities and operation of the Travis AFB water system.	Active
403	GREEN VALLEY/CURRY LAKES	To account for the activities and operation of the Green Valley/Curry Lakes water system.	Active
404	WATER CAPITAL FUND	To account for the water connection fees imposed on new development. Fees are used for expansion and upgrades of the City's water supply and distribution system. This is also used to account for capital-related projects in City water system.	Active
406	WATER IMPROVEMENT PROJECT	This fund is repurposed to account for Water Enterprise multi-year operating projects (MYOP). Previously closed in FY2004-05.	Active
410	TRAVIS CAPITAL EQ RESERVE	Accumulate funds to carry out capital projects for Travis water system.	Active
411	LAKES CAPITAL FUND	Accumulate funds to carry out capital projects for Green Valley/Curry Lakes water system.	Active
412	WATER RATE STABILIZATION	This is created to help meet the City's legal covenant to maintain a debt service coverage ratio of 125 percent on the Water fund's outstanding bonds.	Active
415	MARINA	To account for the activities, improvements, and debt service payments of the City-owned Marina.	Active
425	GOLF COURSE	To account for the operation of the municipal golf facility – Blue Rock Springs Golf Course	Active
431	VJO STATION PRKG STRCTURE	To account for the operations, maintenance and management of Vallejo Parking Structure.	Active
432	FIBER ENTERPRISE FUND	To account for all revenues generated through the provision of internet services, in accordance with the contracts the City Council may authorize for provision of retail internet services. This fund is also used to record loans and grants received for the City's Fiber Optic Network.	Active
501	CORPORATION SHOP	To account for management of corporation yard shop operations which includes maintenance of city vehicles as well as special equipments.	Active
502	EQUIPMENT REPLACEMENT	To account for City Fleet Vehicle Replacement Funds and Vehicle acquisition and for all other fleet equipment and its related depreciation.	Active
503	INTERGOVERNMENTAL LOAN	Accounts for the city's intergovernmental loans to the former Vallejo Redevelopment Agency.	Active
506	RETIREE HEALTH BENEFITS	To account for the City's Retiree Healthcare Plan's annual OPEB costs and unfunded actuarial accrued liabilities in compliance with GASB 75.	Active
508	GENERAL LIABILITY	Accounts for payment and administration of the General Liability claims of the city.	Active
509	WORKERS COMP	Accounts for payment and administration of the Workers Compensation claims of the city.	Active
601	ADMINISTRATIVE FUND	Accounts for funds held for special programs, including performance bonds for construction projects.	Active
602	PAYROLL BENEFITS	To account for cash transferred from various funds from which actual cash is remitted to governmental agencies, employees and other agencies for employee benefits	Active
603	MC CUNE COLLECTION ENDOWMENT FUND	Accounts for monies received from donation and sale of rare books and other articles to maintain the McCune book collection. The pricipal is invested and interest earnings are available to support the McCune Fund activities.	Active
611	UTILITY TRUST VSFCD	To account for sewer billings that the City were preparing for Vallejo Sanitation & Flood Control District.	Active
627	RD OBLIGATION RETIRMT ADM	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for the payment of long term debt and other obligations incurred by the Successor Agency of the Former Redevelopment Agency.	Active
810	GEN FIXED ASSET ACCT GRP	Used to account for the cost of fixed assets for general governmental purposes. These include all fixed assets except for those accounted for in Proprietary and fiduciary funds.	Active
820	SPCL ASSESS LT DEBT ACCT GRP	Used to establish accounting control for outstanding principal of long-term debt related to special assessment districts.	Active
821	GENERAL LONG TERM DEBT ACCT GRP	Used to establish accounting control for outstanding principal of long-term obligations of the City excluding those related to proprietary and fiduciary funds.	Active
900	POOLED CASH	The Pooled Cash fund is used to establish accounting control of the various general ledger Cash account balance for all funds maintainted by the City.	Active

City of Vallejo
List of Funds

Exhibit 2

Fund #	Fund Name	Fund Description	Status
104	RENTAL REHAB PROG	Accounts for Rental Rehab Programs	closed FY 2000-01
105	BAYVIEW REHAB PROGRAM	Accounts for monies used to provide low interest loans for the purchase of housing by low and moderate income families.	closed FY 2000-01
108	MARE ISLAND COOP AGMT	Accounts for monies received from the US Navy for the maintenance and operation of Mare Island based on the cooperative agreement.	closed FY 2004-05
110	MARE IS DEVP SVCS	To account for monies received from various sources which are used for activities relating to the conversion of the Mare Island Naval Shipyard to Civilian use.	closed FY 2000-01
111	MARE ISLAND IMPROVE DIST	This fund was created to account for monies received from taxes levied to the owners on record at the time, ex. Lennar, City, Tuoro University, etc.	not used, closed FY 2000-01
115	MARE ISLAND CFD-2007 I-A	Intended to account for transactions of this district.	not used, closed FY 2006-07
116	MARE ISLAND CFD-2007 I-B	Intended to account for transactions of this district.	not used, closed FY 2006-07
120	MOBILE HOME PARK FUND	Accounts for the fees and costs supporting the City's mobile home ordinance.	closed FY 2005-06
125	CNTY SECTN 8 VOUCHERS	To account for monies received and expended under county Section 8 voucher program.	closed FY 2003-04
128	URBAN FOREST GRANT	Funds are used to help arrest the decline of urban forest resources, facilitate the planting of trees in cities, and improve the quality of the environment in urban areas through establishment and improved management of urban forest resources. The program also strives to facilitate the creation of permanent jobs in tree maintenance and urban forestry activities.	closed FY 2009-10
130	PROJ REAL CHANCE GRNT	This fund accounts for the monies received and expended from the grant.	closed FY 2000-01
131	LIBRARY FUND	Fund was used in the repair and maintenance of the Library building and any other expenses associated with maintaining the building. This includes janitorial services, electrical, etc.	closed FY 2004-05
132	TRAFFIC SAFETY	To account for monies received from state sources to be expended on the renovation of the traffic signals within the city.	closed FY 2000-01
136	SCHOOL GROUND IMPRVT	To account for monies transferred from the water system to pay the School District for projects that enhances the landscaping of school grounds.	closed FY 2004-05
141	COLD CASE GRANT	This fund accounts for Solving Cold Cases with DNA Project grant	closed FY 2011-12
142	REPAIR & DEMOLITION REVOLVING FUND	Funds were used to account for the costs incurred by the city in doing or causing to be done the necessarry work of repair or demolition of dangerous or substandard buildings.	closed FY 2012-13
144	ASSET SEIZR-15% ASIDE	Accounts for the 15% share of monies received from confiscated property.	closed FY 1999-00
145	DOWNTOWN BUSNS IMPRV	Accounts for activities in Downtown Business Improvement District. This fund was closed and moved to General Fund.	closed FY 2004-05
146	OFFICE OF TRFC SFTY GRANT	This fund accounts for the Office of Traffic Safety grant-funded programs.	closed FY 2026-2027
148	NOT USED		not used
149	JUSTICE ASSISTANCE GRANT	Accounts for monies received from the Justice Assistance Program Grant.	closed FY 2026-2027
150	OCJP-VIOLENCE VS WMAN	Accounts for Violence against Women program	closed FY 1999-00
152	CADET PROGRAM	Accounts for monies received for the Cadet Program of Police Dept.	closed FY 2019-20
153	POLICE-O.R. GRANT	To account for monies received for Police-O.R.Grant	closed FY 1999-00
154	OTS-RBS GRANT	To account for monies received for OTS-RBS Grant	closed prior to FY 1999-00
155	ZERO TOLERANCE GRANT	To account for funds received and expended for a state grant program that tagets youth alcohol problems.	closed FY 1999-00
156	CA DEPT-CORECTN/REHAB GRT	Accounts for grants received from California Department of Corrections and Rehabilitation to support the needs of Solano County parolees. The term of the grant is from February 1, 2007 through June 30, 2009. Fighting Back was designated as the implementing organization for this grant with the oversight by the Vallejo Police Department.	closed FY 2009-10
157	FEMA	To account for monies received and expended under the Federal Emergency Management Agency Grant Program	closed FY 1999-00
158	ARCHITECTURAL HERTAGE	The Architectural Heritage Grant fund is used to account for monies received from a state grant designed to provide assistance in preserving the architectural heritage of buildings within the City.	closed FY 1999-00
159	ABC CRIME GRANT	The ABC Criminal Justice Grant fund is used to account for monies received and expended under the ABC Criminal Justice Grant program within the Police Department.	closed FY 1999-00
179	VALLEJO CORNERS LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	closed prior to FY 1999-00
189	DOWNTOWN WATERFRONT LMD	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	closed FY 1999-00
190	URBAN FORESTRY GRANT	Accounts for activities related to Urban Forestry Grant	closed prior to FY 1999-00
202	TRAFFIC SIGNAL INTERCONN	To account for monies received from federal and state to be expended for the renovation of traffic signals within the City.	closed FY 2005-06
207	NORTHGATE BENEFIT #93-1	To track the construction of, and funding for, public works improvement projects in the Northgate District. Deposits made by developers involved in such construction are tracked in this fund.	closed FY 2009-10
209	SOLANO BIKEWAY PROJECT/97	To account for grant monies used for construction/improvements for the I-80 Bikeway (PW-9954), and the Solano Bikeway Project/97 (SBPJ97).	closed FY 2005-06
210	CITYWIDE TRAFFIC SIGNALII	To account for grant monies used for construction/improvements for traffic signals throughout the City.	closed FY 2005-06
212	COPs 1999 CIP $4.8m	To account for bond proceeds from the 1999 CIP.	closed FY 2006-07
214	2000 COPs CIP	To account for 2000 Certificate of Participation funds.	closed FY 2011-12
215	2002 COP	To account for 2002 Certificates of Participation funds.	closed FY 2011-12
216	MARE IS BNFT DIST	To account for District Fees and Capital Project Expenditures.	closed FY 2004-05
217	2003 COPs ($8m)	To account for 2003 Certificate of Participation related to the lease agreement with the Vallejo Public Financing Authority.	closed FY 2006-07
220	DOWNTOWN DEVELOP CAP PROJ	To account for Triad/Downtown Development Agreement (DDA) revenues and expenditures incurred by City on behalf of Redevelopment Agency.	closed FY 2010-11
222	VALLEJO STATION	To account for Vallejo Station project costs.	closed FY 2021-22
223	LONG TERM MAINTENANCE	To account for revenue received from cell tower leases for use on long term repairs and maintenance expenditures.	closed FY 2026-2027
225	EMPRESS THEATER	To account for expenses related to the transfer and maintenance of the Empress Theater.	closed FY 2026-2027
301	VALLEJO PUB FIN AUTHORITY	To account for the financing activities of the City's Public Financing Authority (PFA), related to the Marine World Redevelopment Agency. Fund accounts for the issuance of an annual Revenue Anticipation Note to provide working capital to Six Flags	Closed FY 2008-09
302	MARINE WORLD C.O.P.S.	To account for the accumulation of sublease revenues from the Marine World Africa - USA Facilities and the payment of annual debt service requirements.	Closed FY 2002-03
304	2000 CIP COPs ($30.38 Mn)	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the 2000 Certificates of Participation.	closed FY 2012-13

City of Vallejo
List of Funds

Exhibit 2

Fund #	Fund Name	Fund Description	Status
305	2002 COP DEBT SVC FUND	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the 2002 Certificates of Participation.	closed FY 2012-13
306	2003 COPs ($8m)	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the 2003 Certificates of Participation.	closed FY 2012-13
307	2000-2003 COPS	To account for 2000-2003 Certificate of Participation funds.	closed FY 2013-14
311	DOWNTOWN PARKING	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the City's downtown off street parking.	closed FY 2005-06
312	AD#55 N/E QUADRANT	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the City's Northeast Quadrant Improvement District (Assessment District #55) special assessment debt.	closed FY 2006-07
313	AD#56 SO.VJO.BUS.PARK	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to SO. Vallejo Bus Park	closed prior to FY 1999-00
314	AD#58 N/E QUADRANT	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the City's Northeast Quadrant Improvement District (Assessment District #58) Refunding Improvement Bonds (Reassessment and Refunding of 1986).	closed FY 2004-05
315	AD#64 N/E QUADRANT	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the City's Northeast Quadrant Improvement District (Assessment District #64) Limited Obligation Refunding Improvement Bonds (Reassessment and Refunding of 1989).	closed FY 2004-05
316	AD#65 FAIRGROUNDS DRIVE	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the Vallejo Public Financing Authority 1998 Limited Obligation Revenue Bonds.	closed FY 2011-12
317	AD#68 N/E QUADRANT	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the City's Northeast Quadrant Improvement District (Assessment District #68 – NEQ Neighborhood F) Limited Obligation Improvement Bonds (Series 1994).	closed FY 2005-06
318	GLEN COVE AD 61	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the Vallejo Public Financing Authority Limited Obligation Refunding Improvement Bonds, Glen Cove Community Assessment District #61 (Reassessment and Refunding of 1993) Series 93-A.	closed FY 2012-13
319	PFA REV BOND A-GLEN COVE	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the Vallejo Public Financing Authority Local Agency Revenue Bonds 1993 Series A.	closed FY 2004-05
320	PFA REV BOND B-GLEN COVE	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the Vallejo Public Financing Authority Local Agency Subordinated Revenue Bonds, 1993 Series B.	closed FY 2004-05
321	GLEN COVE - 2003 SERIES A	This is a debt service fund used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest related to the Vallejo Public Financing Authority Local Agency Revenue Bonds, 2003 Series A (Glen Cove).	closed FY 2011-12
323	HIDDENBROOK(98)ADMIN	Accounts for monies collected as the result of special taxes which are used to fund a variety of municipal services provided to the residents of the Hiddenbrooke development.	closed prior to FY 1999-00
340	SKY VALLEY 1988	Accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest related to the Sky Valley CFD bond issued in 1988.	closed FY 1999-00
341	SKY VALLEY 1991	Accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest related to the Sky Valley CFD bond issued in 1992.	closed FY 1999-00
342	FLOSDEN 1991 CFD	Accounts for transactions of this district.	closed prior to FY 1999-00
344	HIDDENBROOKE (98) ADMIN	Accounts for the accumulation of resources for, and the payment of administrative expenses (i.e., professional services, indirect costs) related to the Hiddenbrooke Improvement District #1998-1 Improvement Bonds, 1998 Series A.	closed FY 2006-07
345	NEAST QUAD IMP DIST 99-1	Accounts for bond proceeds to be used to improvements financed by the Northeast Quadrant Improvement District.	closed FY 2003-04
347	NE QUAD 2003-B REV BONDS	This is an assessment district debt service fund used to account for the accumulation of resources for, and the payment of principal, interest and administrative expenses related to the Northeast Quadrant Improvement District Local Agency Revenue Bonds, 2003 Series B	closed FY 2018-19
349	MI CFD 2009-01	This Debt Service fund is intended to account for a proposed bond issue used to finance infrastructure for Touro University.	closed prior to FY 1999-00
351	PARKING LEASE	To account for the accumulation of sublease revenue from the City and the payment of the annual debt service program	closed FY 2000-01
405	WATER BENEFIT DISTRICT	To account for funds advanced for major elevated storage and lake system projects.	closed FY 2005-06
407	FLEMING HILL WATER TPI	To account for the construction of Fleming Hill WTP	closed FY 2005-06
408	WATERMAIN EXTENSION	To account for accumulation of water main extension fee collected whenever a watermain extension is a prerequisite of obtaining water service.	closed FY 2005-06
409	WATER RESERVES-REPLACEMTS	This fund was established to accumulate a portion of the service charges imposed on water connections for the purpose of establishing a systematic watermain replacement program.	closed FY 2005-06
416	ELECTRIC UTILITY	Intended to account for Electric Utility	not used, closed FY 2001-02
420	LOCAL TRANSPORTATION	To account for Local Transportation Operations.	closed FY 2012-13
421	TRANSPORTATION - CAPITAL	To account for local transportation capital project grants.	closed FY 2015-16
430	PARKING	To account for the operations, maintenance and mangement of the Vallejo Station Parking structure.	closed FY 2004-05
435	WATERSTONE DEVELOPMNT	To account for the financial transactions involving the maintenance and administration of the Waterstone Apartment complex, purchased by the Vallejo Housing Authority in August 2001.	closed FY 2005-06
481	VSFCD-WASTEWTR OPRTNG	To account for VSFCD Waste Water Operations	closed prior to FY 1999-00
482	VSFCD-WASTEWTR CAPITL	To account for capital projects for Vallejo Sanitation & Flood Control Department	closed prior to FY 1999-00
483	VSFCD-UPPER LATERAL	To account for district's upper lateral program for sewer line repair.	closed prior to FY 1999-00
484	VSFCD-DEBT SERVICE	This is a debt service fund used to account for the accumulation of resources for, and the payment of, long-term debt principal and interest related to Vallejo Sanitation & Flood Control Department.	closed prior to FY 1999-00
485	VSFCD-1993 BOND ISSUE	This is a debt service fund used to account for the accumulation of resources for, and the payment of, long-term debt principal and interest related to the 1993 Bond for Vallejo Sanitation & Flood Control Department.	closed prior to FY 1999-00
486	VSFCD-STORM WTR OPRTG	To account for storm water operations.	closed prior to FY 1999-00
487	VSFCD-STORM WTR CAPTL	To account for storm water capital projects.	closed prior to FY 1999-00
488	VSFCD-INSURANCE	To account for Vallejo Sanitation & Flood Control Department Insurance.	closed prior to FY 1999-00
489	VSFCD-TRUST	To account fot VSFCD Trust	closed prior to FY 1999-00

City of Vallejo
List of Funds

Exhibit 2

Fund #	Fund Name	Fund Description	Status
490	VSFCD-PAYROLL	To account for payroll fund for VSFCD.	closed prior to FY 1999-00
491	VSFCD-MARE IS CNVRSN	To account for VSFCD -Mare Island Conversion.	closed prior to FY 1999-00
492	VSFCD-LEMON ST MAINT	To account for Lemon ST. Maintenance.	closed prior to FY 1999-00
504	EMPLOYEE LEAVE LIAB	To account for employee leave liability	closed FY 1999-00
505	SELF INSURANCE	To account for Risk Management (internal service fund) operations involving management of the City's Workers' Compensation and General Liability insurance accounts and transactions.	closed FY 2019-20
507	BANKRUPTCY CLAIMS	To account for both claim obligations and the resources for settlement of these claims.	closed FY 2015-16
604	DOWNTOWN IMPRVMT DIST	Accounts for the revenues and expenses of the downtown district, which was established to promote downtown business.	closed FY 1999-00
605	SCHOOL IMPACT MITIGTN	Accounts for fees collected on behalf of the Vallejo Unified School District in order to mitigate the impact of new residential, commercial and industrial development.	closed FY 2000-01
606	RED RIBBON/ANTI-DRUG	To Account for contributions and disbursements of monies in accordance with the Red Ribbon Committee	closed prior to FY 1999-00
607	ERNIE WICHEL SCHLRSHP	To account for monies used for scholarships that are awarded by the School District, for qualifying city high school students	closed FY 2004-05
608	COUNTY PUBLIC FACILTS	To account for monies that the City collects on behalf of Solano County for new development that takes place within City limits.	closed FY 2000-01
609	VJO-PUB EMPLYES SCHLR	To account for donations and disbursements of monies for the City of Vallejo employee scholarship program.	closed FY 1999-00
610	COMMUNITY PARTNERSHIP	Used to account for non-federal monies that supplement the CSAP grant project and maintained for the Community Consortium.	closed FY 2000-01
612	PAYROLL TRUST	To account for cash transferred from various funds from which actual cash is remitted to governmental agencies, employees and other agencies for employee benefits	closed prior to FY 1999-00
620	FLOSDEN DS RETIRMENT	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for the payment of long term debt and other obligations incurred by the Flosden Acres Project Area.	closed FY 2012-13
621	FLOSDEN RETIRMENT FUND	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for economic development and redevelopment of Flosden Acres geographic project areas.	closed FY 2014-15
622	MARINA VISTA DS RETIRMENT	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for the payment of long term debt and other obligations incurred by the Marina Vista Project Area.	closed FY 2014-15
623	MERGED PROJ AREA RETIRMET	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for economic development and redevelopment of Merged geographic project areas.	closed FY 2014-15
624	WATERFRONT DS RETIRMENT	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for the payment of long term debt and other obligations incurred by the Waterfront Development Project Area.	closed FY 2014-15
625	WATERFRONT DDA RETIRMENT	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for economic development and redevelopment of Waterfront Development geographic project areas.	closed FY 2014-15
626	VJO CENTRAL DS RETIRMENT	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for the payment of long term debt and other obligations incurred by the Vallejo Central Project Area.	closed FY 2014-15
628	2001 HOUSING REV BOND RET	Used to account for Redevelopment Property Tax Trust Fund (RPTTF) received for the payment of long term debt and other obligations incurred for Affordable Housing.	closed FY 2014-15
629	EMPRESS INVESTMENT FD LLC	Rehabilitation and Renovation of Empress Theater	closed FY 2016-17
710	VRA ADMINISTRATION	This is the general operating fund of the Vallejo Redevelopment Agency and is used to account for administrative costs prior to their allocation to the individual project areas.	closed FY 2011-12
711	VRA-AFFORDABLE HOUSING	Accounts for the 20% low and moderate income housing set-aside required by state redevelopment law to finance development and rehabilitation of low and moderate income housing projects, including related loan payments.	closed FY 2011-12
720	VRA-MARINA VISTA CAPITAL	Used to account for monies, including tax increment receipts, expended on economic development and redevelopment of Marina Vista geographic project areas.	closed FY 2011-12
721	VRA-FLOSDEN ACRES CAPITAL	Used to account for monies, including tax increment receipts, expended on economic development and redevelopment of Flosden Acres geographic project areas.	closed FY 2011-12
722	VRA-WATERFRONT CAPITAL	Used to account for monies, including tax increment receipts, expended on economic development and redevelopment of Waterfront geographic project areas.	closed FY 2007-08
723	VRA- VJO CENTRAL CAPITAL	Used to account for monies, including tax increment receipts, expended on economic development and redevelopment of Vallejo Central geographic project areas.	closed FY 2007-08
724	VRA-SE VALLEJO CAPITAL	Used to account for monies, including tax increment receipts, expended on economic development and redevelopment of SE Vallejo geographic project areas.	closed FY 2004-05
726	MERGED PROJECT AREAS	Used to account for monies, including tax increment receipts, expended on economic development and redevelopment of merged capital project areas.	closed FY 2011-12
727	WATERFRONT DDA	Accounts for repayment of cost incurred by developer in the preparation of the Environmental Impact Review, planning studies, and lefal fees associated with the development of Waterfront Project.	closed FY 2011-12
728	DOWNTOWN DDA	Accounts for activities related to Downtown DDA.	closed prior to FY 1999-00
730	VRA-MARINA VISTA D/S	Used to account for the accumulation of resources, most importantly property tax increment receipts, necessary for the payment of long term debt and other obligations incurred by the Marina Vista Project Area.	closed FY 2011-12
731	VRA-FLOSDEN ACRES DEBT SV	Used to account for the accumulation of resources, most importantly property tax increment receipts, necessary for the payment of long term debt and other obligations incurred by the Flosden Acres Project Area.	closed FY 2011-12
732	VRA-WATERFRONT DEBT SVC	Used to account for the accumulation of resources, most importantly property tax increment receipts, necessary for the payment of long term debt and other obligations incurred by the Waterfront Development Project Area.	closed FY 2011-12
733	VRA-VJO CENTRAL DEBT SVC	Used to account for the accumulation of resources, most importantly property tax increment receipts, necessary for the payment of long term debt and other obligations incurred by the Vallejo Central Project Area.	closed FY 2011-12
734	VRA-SE VALLEJO DEBT SVC	Used to account for the accumulation of resources, most importantly property tax increment receipts, necessary for the payment of long term debt and other obligations incurred by the Southeast Vallejo Project Area.	closed prior to FY 1999-00
735	2001 HOUSING REVENUE BOND	Used to account for the accumulation of resources necessary for the payment of long term debt and other obligations incurred for Affordable Housing.	closed FY 2011-12
740	VRA - GFAAG	Used to account for the cost of fixed assets of theVallejo Redevelopment Agency.	closed FY 2012-13
741	VRA GEN LONG-TERM DBT ACCT GRP	Used to establish accounting control for Vallejo Redevelopment Agency long-term debt	closed FY 2011-12
750	VRA MARINA VISTA LTDG	Used to establish accounting control for Marina Vista long-term debt	closed FY 2011-12
751	VRA FLOSDEN LONG TERM DBT ACCT GRP	Used to establish accounting control for Flosden Acres long-term debt	closed FY 2011-12
752	VRA WATERFRONT LT DEBT ACCT GRP	Used to establish accounting control for Waterfront Development long-term debt	closed FY 2011-12
753	VRA VJO CENTRAL LT DEBT ACCT GRP	Used to establish accounting control for Vallejo Central long-term debt	closed FY 2011-12
754	2001 HOUSING REVENUE BOND ACCT GRP	Used to establish accounting control for long-term debt incurred for Affordable Housing	closed FY 2011-12
801	LANDSCAPE MAINT.	To account for special assessment on property within boundaries for the restricted purpose of providing landscape services within the specified district.	closed prior to FY 1999-00

DATE: June 30, 2026
TO: Mayor and Members of the City Council
FROM: Leonard Job, Public Works Director
SUBJECT: **ADOPT A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE MARINA MANAGEMENT AGREEMENT WITH FOUNDERS 3 MANAGEMENT COMPANY TO EXTEND THE AGREEMENT TERM BY TWO YEARS AND INCREASE THE BASE MANAGEMENT FEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT**

RECOMMENDATION

Adopt a resolution approving the First Amendment to the Marina Management Agreement with Founders 3 Management Company (F3) to extend the Agreement term by two years and increase the base management fee, and authorizing the City Manager to execute the amendment.

REASONS FOR RECOMMENDATION

F3's existing agreement has an expiration date of June 30, 2026, and allows for an extension of up to five additional years following expiration of the initial term.

BACKGROUND AND DISCUSSION

The Vallejo Municipal Marina ("Marina") opened in 1965 and consists of both a North Basin and South Basin that have historically served recreational and commercial boating activities within the City's waterfront. Over time, economic downturns significantly impacted demand for marina berthing services and led to decreased revenues and reduction in City staffing. As a result, the Marina has experienced challenges in maintaining consistent preventative maintenance and implementing necessary capital improvement projects, including vital dredging activities.

Recognizing the need for long-term operation and financial sustainability, the City issued a Request for Qualifications (RFQ) for revitalization of the Marina. The RFQ solicited qualifications and project development concepts for the revitalization of the Marina and portions of the adjacent City-owned property, through a public-private partnership, management, lease, or other agreement. F3's proposal was received and negotiations began. The parties subsequently executed a Marina Management Agreement in July 2021, at which time operational responsibilities began transitioning from City staff to F3.

Since assuming management responsibilities, F3 has overseen the day-to-day operation of the Marina. F3 currently manages a portfolio of more than 20 marinas worldwide and brings specialized experience in marina operations, waterfront management and facility revitalization.

Staff has evaluated F3's performance under the existing agreement and determined that continuity in management services is in the City's best interest at this time. Extending the agreement will provide operational stability and maintain continuity of service for the Marina tenants and visitors without disruptions. During discussions regarding the proposed term extension, F3 requested the elimination of the annual incentive fee provision and an increase to the base management fee. Under the original agreement, F3 was eligible for an annual incentive fee adjustment based on increases in the Marina's base gross revenue. However, this incentive fee threshold has never been met due to several factors, including the lack of dredging

activities and a reduction in the number of berthers in the Marina. City staff agreed to remove the incentive fee provision from the agreement. F3 initially requested an increase in the base management fee from $5,000 to $9,000 per month. After further negotiation, the City and F3 agreed to a revised base management fee of $8,000 per month.

Staff recommends approval of the first amendment extending the current agreement with Founders 3 Management Company for an additional two-year term and modification to the base management fee section to remove the annual incentive fee and increase the base management fee to $8,000 per month.

FISCAL IMPACT

The proposed action authorizing a First Amendment to the existing Agreement with F3 will not have any direct impact on the General Fund. The payment terms of the Agreement shall be modified to increase the base management fee to $8,000 per month ($96,000 annually), which will continue to be funded through revenues generated by the Marina Fund. The annual incentive fee shall be removed.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

ATTACHMENTS

1.	RESO First Amendment F3_CAO Stamp
2.	First Amendment to F3_CAO Stamp
3.	22-PW003 F3 MARINA (executed)
4.	F3 - 22PW003 Notice of Interest of Extension Letter

CONTACT

Leonard Job, Public Works Director (707) 648-4433
leonard.job@cityofvallejo.net

Approved as to form:
By: _____ for
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26- _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING THE FIRST AMENDMENT TO THE MARINA MANAGEMENT AGREEMENT WITH FOUNDERS 3 MANAGEMENT COMPANY TO EXTEND THE AGREEMENT TERM BY TWO YEARS AND INCREASE THE BASE MANAGEMENT FEE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, the Vallejo Municipal Marina opened in 1965 and consists of both a North Basin and South Basin; and

WHEREAS, recognizing the need for long term operation and financial sustainability, the City issued a Request for Qualification for revitalization of the Vallejo Marina; and

WHEREAS, Founders 3 Management Company's (F3) proposal was received, and negotiations began and in July 2021 an agreement was executed, and operational responsibilities began to transition from City Staff to F3; and

WHEREAS, Staff have evaluated F3's performance under the existing agreement and determined that continuity in management services is in the City's best interest at this time; and

WHEREAS, negotiations between the City and F3 occurred and it was decided to remove the incentive fee provision and increase the base management fee from $5,000 to $8,000; and

WHEREAS, to ensure operational stability and maintain continuity of service for the marina tenants and visitors without disruptions, staff recommend approval of the First Amendment extending the current agreement with F3 for two additional years and increasing the base management fee for the duration of the term.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vallejo that the First Amendment to the Marina Management Agreement by and between the City of Vallejo and Founders 3 Management Company, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute same, with any modifications recommended by the City Attorney and the City Clerk to attest the signing of that Agreement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a special meeting held on June 30, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST

ANDREA SORCE, MAYOR

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:
By: _____ for
Veronica A.F. Nebb
City Attorney

FIRST AMENDMENT TO MARINA MANAGEMENT AGREEMENT

FOUNDERS 3 MANAGEMENT COMPANY

This First Amendment to the Marina Management Agreement, made and entered into on July 1, 2021, hereafter referred to as "Agreement", between Founders 3 Management Company, a Wisconsin corporation ("Operator"), and the City of Vallejo, a municipal corporation ("City"), is made and entered into as of this 9th day of June 2026.

WHEREAS, pursuant to the existing Agreement, Operator provides management services for the Vallejo Municipal Marina located in City of Vallejo; and

WHEREAS, the existing Agreement has an expiration date of June 30, 2026, and allows for an extension of up to five additional years following expiration of the initial term upon mutual agreement of the parties; and

WHEREAS, the parties wish to amend the Agreement to extend the initial term by two additional years to expire on June 30, 2028, and to increase the Base Management Fee.

NOW THEREFORE, Operator and City do mutually agree as follows:

1. Amendment to Section 2.01, "Term." Section 2.01 of the Agreement is hereby deleted and replaced in its entirety with the following:

> "2.01 Term. The term of this Agreement shall commence on July 1, 2021 (the "Effective Date") and shall expire on June 30, 2028, unless earlier terminated in accordance with this Agreement."

2. Amendment to Section 2.03, "Extension." Section 2.03 of the Agreement is hereby deleted in its entirety and shall have no further force or effect.

3. Amendment to Section 2.04, "Base Management Fee." Section 2.04 "Base Management Fee" of the Agreement shall be modified to read:

> **"2.04 Base Management Fee.** OPERATOR shall earn a Base Management Fee of $8,000 per month payable on the 1st day of each month in advance, for an annual Base Management Fee of $96,000."

Section 2.04.01, "Annual Incentive Fee Adjustment" and Section 2.04.02, "Start Up Fee," shall be deleted in their entirety.

4. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and

conditions of the Agreement shall remain in full force and effect, and Operator shall perform all duties, obligations and conditions required under the Agreement.

5. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

7. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

8. Authority. The person signing this First Amendment for Operator hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Operator.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

Founders 3 Management Company,
a Wisconsin corporation

BY: _____
JOHN MATHESON
President

DATE: _____

CITY OF VALLEJO,
a municipal corporation

BY: _____
HARRY E. BLACK
Interim City Manager

DATE: _____

ATTEST: _____
DAWN G. ABRAHAMSON
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

_____
LEONARD JOB
Public Works Director

APPROVED AS TO FORM:

_____
VERONICA A. F. NEBB
City Attorney

APPROVED AS TO INSURANCE:

_____
ARMOND SARKIS
Risk Manager

Jun 10, 2021 9:47 AM, 822002386

Contract and Routing Form

City of VALLEJO California

Requisition Number: 821657780

22-PW003

Date Originated:

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Marina
Staff Contact: Terrance Davis, brisa.long@cityofvallejo.net
Contract Type: Master Consultant and Professional Services Agreement
Vendor: F3 Marina **Vendor Number:**104234
Business License Number: 1

Contract Not to Exceed Amount: 600000.00
Contract Start Date: Jul 01, 2021 **End Date:** Jun 30, 2026
Option to Extend: can be extended for up to 5 additional years following expiration of the initial term
Authority to Contract: City Council **Date to Council:** May 25, 2021
Other Comments:
The 600k not to exceed is an estimate of the base management fee and annual incentive fee. Could end up being more depending on revenue according to contract.

Base Management Fee:
OPERATOR shall earn a Base Management Fee of $5,000 per month payable on the 1st day of each month in advance, for an annual Base Management Fee of $60,000.
Annual Incentive Fee Adjustment:
The Annual Incentive Fee shall be calculated on increased gross revenue for the Marina over the FY 2019-2020 gross revenue, $1,754,860.00 "Base Gross Revenue". Future increases in actual gross revenue will be calculated at the end of each calendar year against the FY 2019-2020 Base Gross Revenue number. The OPERATOR will then receive an incentive fee based on this increase as follows:

Amount over Base Fee	% Paid to OPERATOR
$0 - $50,000	30%
$50,001 - $125,000	20%
$125,001 +	10%

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form

Insurance
I have uploaded additional files.No

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Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division	DS TT	6/14/2021	
Risk Manager	DS AS	6/25/2021	
Finance Director	DS AF	6/25/2021	
City Attorney's Office	DS MB	7/1/2021	
City Manager's Office	DS	7/1/2021	
City Clerk	DS DGA	7/1/2021	

Return executed contract to: Terrance Davis

Pre-Requisition Form

City of VALLEJO California

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Marina
Staff Contact: Terrance Davis, brisa.long@cityofvallejo.net
Vendor: F3 Marina **W-9 Uploaded:** Yes
Term: Multi-year Term
Anticipated Start Date: Jul 01, 2021
Anticipated End Date: Jun 30, 2026
Anticipated Contract Type: Master Consultant and Professional Services Agreement
Purchasing Authority: City Council **Anticipated Date to Council:** May 25, 2021
Total Projected Expenditure: 600000.00
Anticipated Account Number 415-2801-431-06-01
Multiple Project Numbers? Multiple Account Numbers? No, just one

Description of Proposed Purchase:
For Marina Management.

The 600k is an estimate of base management fee plus annual incentive fee ($0-$50,00 = 30%, $50,001-$125,00 = 20%, $125,001 + = 10%). It could change according to revenue.

I have reviewed the city-wide contracts, expenditure and encumbrance reports to comply with the VMC.
This is a new/inactive vendor and I am working to take an action to the City Council because it will exceed the cap of $100,000 in a single FY.
Competitive Process: I have completed a Competitive Proposal Process for Services
Winning Quote Uploaded: Yes

Explanation for Vendor Selection:
RFQ went out in May 2019, the City received one response, which was from F3 Marina.

Uploaded documents available for review https://bit.ly/vPreReqs.
WarrantyNo

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Winning Bid/Quote/ProposalYes

W-9Yes

Pre-Requisition Signature Section

Department	Comment

Supervisor/Manager: Debbie Martir
Title: Admin Manager
E-mail: debbie.martir@cityofvallejo.net

Digitally signed by Debbie Martir
DN: cn=Debbie Martir, o=City of Vallejo, ou=Public Works Dept., email=debbie.martir@cityofballejo.net, c=US
Date: 2021.06.09 15:05:19 -07'00'

Signature *Date*

Delegated Signee: Terrance Davis
Title: Public Works Director
E-mail: brisa.long@cityofvallejo.net

Digitally signed by Terrance Davis
Date: 2021.06.09 16:46:25 -07'00'

Signature *Date*

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Marina Management Agreement
between
The City of Vallejo
and
Founders 3 Management Company

This Marina Management Agreement ("Agreement") between the City of Vallejo, a municipal corporation and Founders 3 Management Company is entered into this 1st day of July 2021, by and between the City of Vallejo (hereinafter referred to as "City") a municipal corporation, and Founders 3 Management Company, a Wisconsin corporation authorized to do business in the State of California, (hereinafter referred to as "OPERATOR").

RECITALS

A. **WHEREAS**, the CITY owns and is responsible for the development and operation of a public marina, known as the Vallejo Municipal Marina, located in the City of Vallejo, California, consisting of approximately 670 wet slips, wave attenuation described in Exhibit A, Exhibit A-1, and various buildings, fixtures, goods, tools and other common marina assets (collectively, the "Marina"); and

B. **WHEREAS**, the CITY desires to provide for the overall management and operations of the Marina, improvements to existing facilities, collection of fees and other related marina services to ensure the highest quality marina experience for the public; and

C. **WHEREAS**, the CITY wishes to contract with the OPERATOR for the overall maintenance, improvement and operation of the Marina; and

D. **WHEREAS**, the CITY and OPERATOR agree that the primary objectives for OPERATOR'S performance under this Agreement are to (1) maximize the public use of the Marina, and (2) maximize the revenues to be received by CITY as a result thereof; and

E. **WHEREAS**, the purpose of this Agreement is to retain the OPERATOR to provide the CITY with those services mutually agreed upon by the OPERATOR and the CITY.

NOW, THEREFORE, in consideration for the mutual promises hereinafter set forth, the parties hereto agree to as follows:

1.1 DEFINITIONS

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The following initially capitalized terms shall be defined as follows for the purposes of this Agreement:

1.01 Annual Plan. "Annual Plan" is defined in Section 3.06.2 and 3.06.3.

1.02 Bank Account. "Bank Account" is defined in Section 9.01.

1.03 Capital Budget. "Capital Budget" is a budget submitted by the OPERATOR with the Annual Plan to set forth anticipated Capital Expenditures for that year as required by Section 6.04.

1.05 Capital Expenditures. "Capital Expenditures" are any equipment or alteration, addition, improvement, repair, replacement, rebuilding or renovation to the Marina, the cost of which exceeds Seven Thousand Five Hundred Dollars ($7,500.00), or whatever amount may be established in the future, and which has a useful life of more than one (1) year.

1.06 City. "City" is the City of Vallejo, owner of the Marina.

1.07 City Manager. "City Manager" is the person appointed by the City Council to serve as the City Manager of the City of Vallejo, or his or her designee.

1.8 Compensation. "Compensation" is the direct salaries and wages paid to or accruing for the benefit of the management staff and all other persons employed by OPERATOR at the Marina, together with all fringe benefits payable to or accruing for the benefit of such employees, including employer's contribution under the Federal Insurance Contributions Act ("FICA"), unemployment compensation, or other employment taxes, pension fund contributions, worker's compensation, group life and accident and health insurance premiums, retirement, disability and other similar benefits plus a monthly payroll/administration/HR fee up to $150.00 per full-time employee and $75.00 per part-time employee.

1.9 Contract Transition Period. "Contract Transition Period" is defined in Section 14.01.

1.10 Corrective Action Item. "Corrective Action Item" is defined in Section 4.07.8.

1.11 Deleted

1.12 Deleted

1.13 Crew. "Crew" is the Marina maintenance staff employed by OPERATOR.

1.14 Direct Cost Budget. "Direct Cost Budget" is defined in Section 8.01.2.

1.15 Direct Costs. "Direct Costs" is defined in Section 8.01.1.

1.16 Effective Date. "Effective Date" is defined in Section 2.01.

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1.17 Environmental Laws. "Environmental Laws" are defined in Section 5.13.1.

1.18 Facilities. "Facilities" are the buildings, structures, Improvements, irrigation and controls, sidewalks, docks, fencing, fixtures, Furnishings and Equipment, parking lots, wave attenuation and utility systems located on the Premises.

1.19 Force Majeure. "Force Majeure" is defined in Section 15.04.

1.20 Furnishings and Equipment. "Furnishing and Equipment" are all furniture, furnishings, trade fixtures, apparatus and equipment, including without limitation, maintenance vehicles and equipment, office equipment, computers, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Marina, other than Resale Inventory.

1.21 Marina Manager. "Marina Manager" is an employee of OPERATOR who oversees the operations of the entire Marina.

1.22 Marina. "Marina" is the municipal Marina owned by the CITY, now named Vallejo Municipal Marina, including but not limited to the land and Facilities, all revenues of which are paid into, and all expenses are paid from, City funds administered by OPERATOR pursuant to this Agreement. The Marina is sometimes also referred to herein as the "Premises."

1.23 Marina Expenses. "Marina Expenses" are all costs and expenses incurred in the operation, management, and maintenance of the Marina, including: (a) all expenditures incurred by CITY for the benefit of the Marina; (b) all expenses specifically identified as "Direct Costs" in this Agreement; and (c) all other expenses incurred by OPERATOR in connection with the Marina or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise set forth in this Agreement and which are consistent with the operation of a Marina.

1.24 Gross Revenues. "Gross Revenues" are all money received as a result of the operation of the Marina and the sale of goods and services at the Marina, determined on an accrual basis in accordance with generally accepted accounting principles consistently applied. Gross Revenues shall include, but are not limited to, all slip rental fees; annual fees; fuel sales; merchandise sales; late fees; gross receipts received by licensees or concessionaires; proceeds from insurance; any amount received by OPERATOR in connection with any claim, demand, or lawsuit; and all other revenues generated by the Marina. Gross Revenues shall be reduced by any cash refunds or credits allowed on returns by purchasers.

Gross Revenues shall not include the following: (a) sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling

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price; (b) the amount of any gratuities to Marina employees, or service charges added to customer billings which represent gratuities to Marina employees (c) receipts from public telephones; (d) proceeds of any borrowings by OPERATOR or City; (e) initial operating funds in the Bank Account and funds subsequently provided by City to satisfy the working capital needs of the Marina pursuant to Section 9.03; (f) any operating funds provided by City to OPERATOR to subsidize and/or support ongoing operations in the event revenues do not meet expenses; and (g) refunds for the value of merchandise, Supplies or equipment returned to shippers, suppliers or manufacturers.

1.25 Hazardous Materials. "Hazardous Materials" are defined in Section 5.13.

1.26 Impositions. "Impositions" are all taxes and assessments (including without limitation real property taxes and assessments, possessory interest taxes, and personal property taxes), water, sewer or other similar rents, rates and charges, levies, license fees, permit fees, inspection fees and other authorization fees and charges, which at any time may be assessed, levied, confirmed or imposed on the Marina or the operation of the Marina.

1.27 Improvements. "Improvements" are defined in Section 6.02.

1.28 Insurance Requirements. "Insurance Requirements" are all requirements of each insurance policy, and all orders, rules, regulations and other requirements applicable to the Marina or the operation of the Marina.

1.29 Invitee. "Invitee" is anyone present on the Marina for boating, visiting, or other lawful purpose.

1.30 Legal Requirements. "Legal Requirements" are all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Marina or the operation of the Marina, including, but not limited to, the Americans with Disabilities Act and implementing regulations as well as other federal, state and local laws and regulations governing access and all federal, state and local laws and regulations pertaining to the storage, use and disposal of "hazardous or toxic wastes, substances or materials" as defined by applicable law.

1.39 Deleted

1.40 Deleted

1.41 Maintenance Standards. "Maintenance Standards" are the standards for maintenance of the Marina set forth in the Marina Maintenance Standards attached hereto as Exhibit B and incorporated herein by this reference, as they may be revised during the term of this Agreement in the sole and absolute discretion of the City Manager; provided, however, that if any such revision

results in an increase in Direct Costs, CITY shall increase the applicable Direct Cost Budget (s) reasonably to account for such increased Direct Costs.

1.42 Management Staff. "Management Staff" is defined in Section 5.02.1.

1.43 Marketing and Promotional Plan. "Marketing and Promotional Plan" is defined in Section 3.06.3.e

1.44 Operating Year. "Operating Year" is the period from the Effective Date to the following June 30 and each following twelve (12) calendar month period for the term of the Agreement commencing on July 1 and ending on June 30.

1.45 Operator. "Operator" is Founders 3 Management Company d/b/a F3 Marina.

1.46 Deleted

1.47 Premises. "Premises" is the Marina.

1.48 Resale Inventory. "Resale Inventory" means goods, supplies, sundries, food and other items maintained for sale to Marina customers and the general public in the Ship Store.

1.53 Ship Store. "Ship Store" means the on-site store in the Marina selling sundries, supplies and nautical gear and equipment.

1.54 Strategic Operational Decisions. "Strategic Operational Decisions" are operational and management decisions that affect the long-term operations of the Marina.

2.0 TERM AND OPERATOR COMPENSATION.

2.01 Term. The term of this Agreement (the "Effective Date") shall commence July 1, 2021, and shall end on June 30, 2026, unless otherwise terminated or cancelled pursuant to this Agreement.

2.02 Cancellation. OPERATOR may cancel this Agreement, without penalty or cause, after providing CITY with one hundred eighty (180) days written notice.

2.02.1 CITY's Rights upon Cancellation. Upon cancellation of this Agreement pursuant to Section 2.02, CITY shall have the following rights:

a) to collect from OPERATOR any and all monies owing to CITY under this Agreement;

b) to take sole possession of the Bank Account; and

c) to require Operator to vacate the Premises.

d) To require OPERATOR to pay to CITY any damages incurred by CITY as a result of OPERATOR's failure to fully satisfy OPERATOR's obligations under this Agreement.

2.02.2 OPERATOR'S Rights upon Cancellation. Upon cancellation of this Agreement pursuant to Section 2.02, OPERATOR shall have the following rights:

a) to collect from CITY any management fees (section 2.04) owed to OPERATOR by CITY up to and including the date of termination.

2.03 Extension. Upon mutual agreement of the parties, the term of this Agreement may be extended for up to five (5) additional years following expiration of the initial term, provided however, that OPERATOR is not in material default of any terms and provisions of this Agreement. CITY and OPERATOR shall have the right, but not the obligation, upon their mutual agreement to extend the term of this Agreement, subject to such additional or other terms and provisions as the parties may agree in writing. The preceding sentence shall not obligate either party to extend the term of this Agreement. The failure of either party to agree to an extension of the term of this Agreement shall not be deemed a breach by such party of the covenant of good faith and fair dealing. If a party is interested in pursuing negotiations to extend the term of the Agreement, the party shall provide notice to the other party not later than six (6) months prior to the expiration of the term of the Agreement. If such notice is given, then not less than two (2) months prior to the expiration of the term of the Agreement, the parties shall enter into an extension of the Agreement or provide notice that the Agreement will not be extended and that Section 14.0, "Transition Procedures," of the Agreement is effective.

2.04 Base Management Fee. OPERATOR shall earn a Base Management Fee of $5,000 per month payable on the 1st day of each month in advance, for an annual Base Management Fee of $60,000.

2.04.01 Annual Incentive Fee Adjustment

The Annual Incentive Fee shall be calculated on increased gross revenue for the Marina over the FY 2019-2020 gross revenue, **$1,754,860.00** "Base Gross Revenue". Future increases in actual gross revenue will be calculated at the end of each calendar year against the FY 2019-2020 Base Gross Revenue number. The OPERATOR will then receive an incentive fee based on this increase as follows:

Amount over Base Fee	% Paid to OPERATOR
$0 - $50,000	30%
$50,001 - $125,000	20%
$125,001 +	10%

By way of example, if the FY 2019-2020 Base Gross Revenue is $1,500,000 and the FY 2021-2022 Gross Revenue for the Marina is $1,700,000, there would be a $200,000

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increase. The Incentive Fee would be calculated by taking the first $50,000 of the increase multiplied by 30% totaling $15,000 plus the portion of the increase between $50,001 and $125,001 ($75,000) multiplied by 20% for a subtotal of $15,000 and the remaining portion of the increase of $75,000 multiplied by 10% for a subtotal of $7,500 for a total Incentive Fee of $37,500.

In the event of termination of this Agreement that occurs prior to the end of the Calendar Year of any year this Agreement is in effect (other than a termination by under the terms established in Section 13 of this agreement, in which event no Incentive Fee Adjustment shall be due), the Incentive Fee Adjustment shall be pro-rated and comparable based on the interim period during which OPERATOR provided management.

2.04.02 Start Up Fee.

A one-time Start Up Fee shall be paid to OPERATOR by CITY within 30 days of the Effective Date. The Start Up Fee covers costs of recruiting/hiring, training, and onboarding new staff, customizing the procedure manual, initial marina inspection/evaluation, accounting/financial set-up and administration related to a new assignment. The Start Up Fee shall be $12,500. OPERATOR shall not be entitled to any further payment from CITY for any costs set forth in the paragraph.

3.1 OWNERSHIP AND MANAGEMENT OF MARINA.

3.01 Ownership. Ownership of the Marina, all funds in the Bank Account, all cash on hand, all accounting and other records created by OPERATOR, all Facilities, Furnishings and Equipment, Resale Inventory and Supplies acquired by CITY or acquired by the OPERATOR on behalf of CITY, and all alterations, additions or betterments thereto, shall remain with CITY.

.

3.02 Retention of OPERATOR.

3.02.1 Role of the OPERATOR. Subject to the terms of this Agreement, CITY hereby retains OPERATOR as an independent contractor, and OPERATOR agrees, to: (a) manage and supervise all day-to-day operations of the Marina including the Ship Store, enforcement of rules and regulations, and administration/management; (b) acquire all goods and services necessary to carry out OPERATOR'S responsibilities; (c) acquire all necessary licenses and permits for the operation of the Marina including those related to merchandise sales; (d) manage all slip reservations and rentals,; (e) prepare such annual and other plans and reports as set forth in this Agreement or as requested; (f) determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Marina and all matters affecting customer relations, in accordance with this Agreement including the attached exhibits; (g) hire, train, and

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supervise the Marina Manager, Marina Maintenance staff, dockhands, administrative staff (collectively "Management Staff") and all Marina employees; (h) supervise and direct all phases of advertising, sales, and business promotion for the Marina; (i) establish accounting and payroll procedures and functions for the Marina; (j) procure and maintain all equipment necessary and appropriate for the profitable and efficient operation of the Marina; (k) maintain the environmental impact mitigation areas in the Marina and manage compliance with all environmental plans, permits and agreements as related to the Marina; and (l) any other services required for operation of the Marina that the Parties mutually agree are necessary. The OPERATOR agrees that the Direct Costs of undertaking the services required under the terms of this Agreement are paid pursuant to Section 8 of this Agreement. Further, CITY may require OPERATOR, and OPERATOR agrees to provide, master planning and capital budgeting for the Marina operation. OPERATOR shall perform the duties herein required to be performed by it in accordance with the policies and directives from time to time adopted by CITY or as directed by the City Manager or his/her designee. CITY intends for the OPERATOR to operate the Marina with a priority emphasis on maintenance and customer service, within the fiscal constraints set by the CITY.

3.03 Warranties. OPERATOR warrants and represents that it has full power and authority to enter into this Agreement and perform the obligations set forth herein; that consummation of this Agreement will not create a default under any other agreement and will not violate any law, regulations, order, judgment, decree or rule applicable to the OPERATOR; that OPERATOR has conducted its own review of the plans and specifications for the Marina prior to execution of this Agreement; and that OPERATOR is not relying on any representation of the CITY in connection with the execution of this Agreement. OPERATOR warrants and represents that it is authorized to transact business in the State of California and that all of OPERATOR'S employees are properly licensed and trained for their respective positions and responsibilities. CITY warrants and represents that it has the full power and authority to enter into this Agreement and perform the obligations in this Agreement; and that consummation of this Agreement will not create a default under any other agreement and will not violate any law, regulation, judgment, decree or rule.

3.04 Premises.

3.04.1 CITY's Right of Possession. This Agreement does not constitute a lease and the right of possession of the Premises shall at all times remain with CITY. CITY and its authorized representatives shall have the right to enter the Premises at any time without notice and for any purpose, including, without limitation, the following: to determine whether the Premises are in good condition and whether OPERATOR is complying with its obligations under this Agreement; to do any necessary maintenance and to make any restoration to the Premises that CITY has the right to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Agreement; to show the Premises to prospective brokers, agents, consultants, bankers, buyers, tenants, operators any time during the term of the Agreement; and to undertake emergency maintenance, repairs or restoration. CITY shall at all times have the authority to exercise control

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over the Premises, including but not limited to the right to establish, grant or utilize easements or rights-of-way over, under, along and across the Premises. Any net revenue received from other uses of the Premises shall be counted as Gross Revenues of the Marina to the extent that the Gross Revenues are needed to offset any operating subsidy provided by CITY.

3.04.2 Condition of Premises. OPERATOR acknowledges that, except as expressly set forth in this Agreement, CITY has made no representations or warranties concerning the condition of the Premises as of the Effective Date, but it is recognized the condition of the Premises is subject to ordinary wear and tear for like properties and similar business operations. OPERATOR agrees to continue operations at the Marina as of the Effective Date. This Agreement is subject to all easements, liens and other legal interests affecting title to the Premises.

OPERATOR shall complete a product and equipment inventory, and conduct a full inspection of the premises, and provide an inventory and baseline conditions report to the City. The inventory and baseline conditions report, upon acceptance and approval by the City, shall be incorporated into this Agreement. The obligations of the City are conditioned on City approval of the OPERATOR report containing product and equipment inventory and baseline conditions of the Premises.

3.04.3 Marketing, Branding & Identification of Premises. OPERATOR shall identify the premises in any signs, websites, marketing materials, advertising, or other references as "Vallejo Municipal Marina," or other combination that includes both "Marina" and "Vallejo" Or as otherwise agreed to by CITY.

3.05 CITY Rules. CITY reserves the right from time to time during the term of this Agreement, to promulgate such reasonable rules and regulations concerning the use of the Premises and any part or parts thereof, as CITY, in its sole discretion, shall deem appropriate.

3.06 Monthly and Quarterly Reports and Annual Plans.

3.06.1 Monthly Reports and Activities. Within twenty (20) days after the end of each month, OPERATOR shall provide CITY with the following reports and documents:

a) Year-to-date balance sheet, and income and expense statement including all Direct Costs for that month and Gross Revenues for that month (itemizing each source of Gross Revenues including, without limitation, slip fees, annual fees, Ship Store sales, transient fees, late fees or fines, deposits, fuel sales;

b) Check register or equivalent report.

3.06.2 Preparation of the Annual Plan. During the Term of this Agreement, OPERATOR shall submit on or before February 1 of each year, a "Preliminary Annual Plan" and on or before March 15 of each year, a "Final Annual Plan" for the Marina for the next Operating Year.

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3.06.3 Contents of the Annual Plan. The Annual Plan shall include:

a) Direct Cost Budget showing actual Marina Expenses for previous year, previous year's adopted or amended budget, and estimates of all Marina Expenses for the next Operating Year;

b) Actual numbers for previous years and estimates for the following Operating Year for the following items: (i) Gross Revenues separated into all fee categories, including seasonal slip fees, transient fees, merchandise revenue, (ii) number of employees, by job title (iii) number of occupied annual slips, occupied short term slips, transient nights occupied, rates and residents/nonresidents;

c) Capital Expenditures in previous years and budget for proposed Capital Expenditures ("Capital Budget"), as well as a five (5) year capital improvement program;

d) Marina Maintenance Plan including a report of maintenance activities undertaken during the current year as well as projections for the next Operating Year;

e) Municipal Marina Policies and Procedures Manual

f) Marketing and Promotion Plan for the Marina including a report of activities undertaken during the current year as well as projections for the next Operating Year; and

g) Results of the Service Audit Program conducted in previous years and plans for the next Operating Year.

3.06.4 Approval of the Annual Plan. The City Manager shall review the Annual Plan and make a recommendation to the City Council, which will act on the recommendation including any requested change to the slip rental fees. The City Council shall act on approval of the Annual Plan, as part of the City-wide budget process.

3.06.5 Compliance. OPERATOR shall comply with and shall perform its obligations under this Agreement in conformance with the Annual Plan, as approved by City and currently in effect, and shall not, without the prior written consent of the City Manager, be entitled to reimbursement for Direct Costs, Capital Expenditures or any other cost or expenses related to the Marina unless such costs and expenditures are included in the approved Annual Plan or unless undertaken during an emergency which endangers the public health, safety and welfare or which places the Marina in immediate danger of significant damage.

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3.06.6 Quarterly Review of Annual Plan. The City Manager, or his/her designee, and the Marina Manager shall meet quarterly to discuss the operating results of the Marina. The Parties shall agree upon any amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by OPERATOR or CITY, at the time the Annual Plan was prepared. Any revisions to the Annual Plan shall require the approval of the City Manager who, in his or her sole and absolute discretion, may require further approval by the City Council.

3.07 No Assignment. OPERATOR acknowledges that CITY is entering into this Agreement in reliance on the unique skill and experience of OPERATOR and its employees. OPERATOR shall not subcontract or assign all or any part of its right or obligations under this Agreement, unless approved by resolution of the City Council. Any change in the control of OPERATOR, including, without limitation, any transfer or acquisition of a controlling percentage of OPERATOR'S equity or stock, shall constitute an assignment for purposes of this Agreement.

4.1 OPERATOR'S SERVICE OBLIGATIONS.

4.01.1 Ship Store and Merchandise. The Ship Store shall be open on the same dates and times as the Marina Office.

A. **Inventory**. OPERATOR shall procure and maintain in the Ship Store such inventory of merchandise as deemed necessary or appropriate by the OPERATOR to adequately meet the demand of Marina customers.

B. **Mark Down of Merchandise**. The OPERATOR may periodically mark down merchandise for promotional or liquidation purposes. Merchandise that can reasonably be classified as "damaged" or "stale" may also be marked down at the discretion of the OPERATOR. In the event an item is determined "unsellable," or that any aged merchandise in the Ship Store cannot or should not be sold because of the reputation or image of the Ship Store, then OPERATOR may sell the merchandise at less than cost and include the payment for the merchandise in the Gross Revenues. OPERATOR shall be required to notify the CITY, in writing, of each instance that merchandise is sold for cost, or less than cost, stating the reasons for such actions.

4.01 Days and Hours of Operation. The minimum hours of operation shall be as set forth below:

Marina Office and Ship Store Hours:

Monday – Friday	8:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 6:00 p.m.
Sunday	10:00 a.m. to 4:00 p.m.

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4.02 . OPERATOR shall make no changes in the days and hours for operation of the Premises without the prior approval of the City Manager or his/her designee.

4.03 Technology.

4.03.1 Computer Network. OPERATOR shall procure and maintain telephones, wiring, computers, software and all equipment necessary and appropriate to operate a computer network, acceptable to CITY's IT Department.

4.06 Building and Equipment Maintenance Services. OPERATOR shall keep and maintain the Premises and Facilities which may now or hereafter exist on or in the Marina, in good and safe condition throughout the term of this Agreement, providing for such repairs, replacements, rebuilding and restoration as may be necessary and appropriate to comply with the requirements of this Agreement. Except in the event of an emergency threatening imminent injury to persons or damage to property, all such repairs, replacements, rebuilding or restoration of the Premises and Facilities exceeding the amount defined as a Capital Expenditure in Section 1.05, or if greater than the budgeted amount, in the Capital Budget must be approved by resolution of the City Council prior to implementation. Upon termination of this Agreement, the Premises and Facilities shall be returned to CITY in as good or better condition than at the start of this Agreement, reasonable wear and tear excepted.

4.07 Grounds Maintenance Services. OPERATOR shall provide all maintenance and repair work in accordance with the applicable warranties and Marina Maintenance Standards, attached hereto as Exhibit B and incorporated herein by this reference.

4.07.1 Chemical Herbicides and Pesticides. OPERATOR shall not cause or permit the application of biocides, defoliants, chemical fertilizers, pesticides, herbicides, fungicides or other agri-chemicals except in compliance with the Hazardous Materials provisions set forth in Section 5.13. OPERATOR shall ensure that employees are trained and knowledgeable about best management practices for using fertilizers, herbicides and pesticides to prevent any Hazardous Materials release and how to handle any such accidental release in accordance with the materials safety data sheets for the appropriate chemical. OPERATOR shall obtain any required permits and submit any required reports related to the use of permitted biocides, defoliants, chemical fertilizers, pesticides, herbicides or other agri-chemicals, including the County Agriculture Commissioner.

4.07.2 Waste Disposal. OPERATOR shall provide adequate trash facilities on the Premises and shall promptly empty the containers when full. OPERATOR shall use its best efforts to reduce the amount of trash and waste generated from the Marina and to acquire products for use on the Premises that reuse or recycle packaging. OPERATOR shall not permit the burning, dumping or other disposal in the Marina's water, on, under or about the Premises of landfill, refuse, hazardous

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materials or other materials. OPERATOR shall dispose of all wastes in compliance with Legal Requirements and Environmental Laws.

4.07.3 Trees and Other Plant Materials. OPERATOR shall maintain all trees and other plant materials on the Marina premises in compliance with the Marina Manual and environmental permits. Unless OPERATOR is replacing the tree or other plant materials with like kind and quantity, OPERATOR shall not remove or destroy any tree or other plant materials on the Premises without the prior written approval of the City Manager. In the event that a tree, or portion of a tree, has fallen on the Marina and becomes a safety hazard, the OPERATOR is authorized to prune or remove the tree. All pruning shall be consistent with industry standards. However, any pruning or removal of a Significant Tree, as defined by the Vallejo Municipal Code section 16.04.475, shall be approved in writing by the City Manager.

4.07.4 Notification to City of Defect or Illegal Activity. OPERATOR shall immediately notify the City Manager upon discovering a possible workmanship or material defect in any structure or improvement at the Marina or upon discovery of any material unauthorized dumping, disposal or use or activity at the Marina.

4.07.5 Inspections. Semi-annually during the term of this Agreement, the City Manager may inspect the Marina for purposes of OPERATOR'S compliance with the terms of the Marina Maintenance Standards attached as Exhibit B. If requested by the City Manager, the Marina Manager shall attend the inspection. CITY agrees that the City Manager shall act reasonably and in good faith in making the determination whether the OPERATOR is in compliance with the operating procedures in the Marina Manual and the Marina Maintenance Standards. The City Manager and/or the Marina Manager shall prepare a detailed list of all areas that the City Manager considers in need of correction, improvement or repair ("Corrective Action Item"). This list shall include the steps OPERATOR intends to take to correct, improve, or repair the Corrective Action Items and the time schedule for doing so. The CITY shall amend the OPERATOR'S budget to include as Direct Costs any Corrective Action Items not previously included in OPERATOR'S approved budget.

4.07.6 Maintenance Personnel. OPERATOR shall employ and maintain in its employ a Class "A" Marina Superintendent and Crew at the Premises daily during normal working hours. OPERATOR shall employ sufficient personnel to perform all work required under the Marina Maintenance Standards outlined in Exhibit B.

4.07.10 Equipment Supplies and Materials. OPERATOR shall procure and maintain (as a Direct Cost) all necessary and appropriate equipment, supplies and materials of good quality and in sufficient number to fulfill the maintenance requirements of this Agreement, but expenditures shall not exceed the amounts allocated in the Direct Cost Budget without the prior written consent

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of the City Manager. The required equipment, supplies and materials shall include, but not be limited to:

a) All equipment and supplies necessary and appropriate to operate the Marina as set forth in the Maintenance Equipment List, which is attached as Exhibit C and incorporated herein;

b) All necessary and appropriate gas, oil, maintenance and operating supplies, and spare and replacement parts for all equipment used at the Marina with the OPERATOR"S option to use the CITY's contracts.

d) Procurement of all necessary retail and concession inventory and consumable supplies such as janitorial cleaning supplies, paper products, soap, etc.

4.08 Parking Lot Maintenance Services. OPERATOR shall keep all parking lots on the Premises in a clean and good condition, and shall provide normal (non-capital) parking lot maintenance services, including, but not limited to, daily trash collection, curb painting as required, and landscaping and maintenance. All costs of such parking lot maintenance will be Direct Costs. OPERATOR shall be responsible for arranging sweepings of the parking lot once a month or more often as determined by CITY.

4.09. Customer Service.

4.09.1. Customer Service Program. OPERATOR shall conduct a customer service satisfaction survey to evaluate the Marina operations no more frequently than quarterly and no less frequently than annually. The service program shall evaluate the operations of the Marina and make recommendations concerning said operations, including, without limitation, recommendations relative to quality, quantity and selection of merchandise, and customer service provided by OPERATOR's employees. OPERATOR shall submit to CITY an executive summary of the results and recommendations of the survey.

4.09.2 Customer Evaluation Forms. Customer evaluation forms shall be visible and readily available to Marina customers and members of the public.

4.09.3 Customer Service Training Program. As part of the initial training of new employees and annually thereafter, OPERATOR shall conduct a customer service training program for all employees of OPERATOR who come into contact with guests at the Marina.

4.10 Emergency Services. OPERATOR shall provide CITY with contact information for all Management Staff for the purpose of responding to any emergency on a twenty-four-hour basis. During periods of severe inclement weather conditions, OPERATOR will provide sufficient personnel for the purpose of sandbagging, keeping drains clear, and/or any other tasks required to prevent serious damage to Marina improvements and Facilities.

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5.0 OPERATOR"S OPERATING RESPONSIBILITIES.

5.01 Overall Responsibilities of OPERATOR. OPERATOR shall perform the following services, or cause the same to be performed for the Marina, and all expenditures of OPERATOR and costs and expenses incurred by OPERATOR in performing these services shall be Direct Costs:

a) enter into such contracts for the furnishing of utilities and building maintenance and other services to the Marina, subject to Section 5.03;

b) make all repairs, decorations, replacements, additions, revisions, alterations and improvements to the Marina as shall be reasonably necessary for maintenance of the Marina in good order, condition and repair, subject to Section 6.04 of this Agreement;

c) incur such expenses as shall be necessary for the proper operation and maintenance of the Marina, including without limitation purchase or rental expenses for Furnishings and Equipment;

d) maintain a level of Resale Inventory deemed appropriate by OPERATOR for operating the Ship Store.;

e) apply for, obtain and maintain, all licenses and permits required of OPERATOR in connection with the operation and management of the Marina. CITY agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise cooperate, in all reasonable respects, with OPERATOR in the application for, and obtaining and maintenance of, such licenses and permits;

f) do, or cause to be done, all such acts and things in and about the Marina as shall be reasonably necessary to comply with all Insurance Requirements and Legal Requirements. OPERATOR shall not knowingly permit any illegal activities to be conducted on or about the Premises;

h) pay all Marina Expenses, Impositions and insurance premiums, whether incurred by City or OPERATOR, when due, except if City pays any expenses on behalf of OPERATOR, then the costs of such payments are to be included in the Direct Costs Budget;

i) implement the Marketing and Promotional Plan for the Marina described in Section 3.06.3 (e);

k) maintain a level of supplies deemed appropriate by OPERATOR for operating the Marina.

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5.02 Personnel.

5.02.1 General. OPERATOR shall employ all of the employees of the Marina and set all terms and conditions of the employment. OPERATOR shall make all decisions relating to the hiring of employees, the employment of its employees and the direction of its work force. OPERATOR shall recruit, hire, train, discharge, promote and supervise the Staff of the Marina. The employees of the Marina shall be properly qualified for their positions as outlined in Exhibit B. OPERATOR shall provide reports showing all employees by name, job titles, and annual salary and/or wage, as requested by the City Manager.

5.02.2 Local Hire. OPERATOR shall make reasonable good faith efforts, to the extent practicable and within its control, to hire and encourage the hiring of workers required in connection with the operating of the Marina who are appropriately skilled, qualified, and reside within the City of Vallejo or Solano County.

5.02.3 Compensation. Compensation of OPERATOR'S employees shall comply with all applicable federal, state and local laws, including the prevailing wage laws set forth in California Labor Code section 1700 et seq as described in 5.02.3 below.

5.02.4 Prevailing Wages. OPERATOR shall comply with the requirements of the California Labor Code section 1700 et seq., including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages for applicable employees including but not limited to employees undertaking construction, demolition, installation, repair or maintenance work to the Marina and Facilities. No less than the general prevailing rate of per diem wages, and not less than the general per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers employed in the execution of the work by the OPERATOR or any subcontractor doing or contracting to do any part of the work. OPERATOR shall post a copy of the prevailing rate of per diem wages. OPERATOR shall forfeit fifty dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by OPERATOR or by any subcontractor. In the event that OPERATOR or its contractors or subcontractors fails to pay the applicable prevailing wage for any reason whatsoever, OPERATOR shall indemnify, defend (with counsel paid for by OPERATOR and approved by the CITY) and hold harmless the CITY its officers, elected officials, employees, agents and volunteers from any liability whatsoever arising from OPERATOR's failure to pay prevailing wage. Further, upon demand by CITY, OPERATOR shall make available for audit or for any other purpose, the time records of all employees so that CITY may determine whether OPERATOR is complying with the prevailing wage laws.

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5.02.5 Employee Benefits. OPERATOR shall have the obligation to provide all legally mandated employee benefits to its employees. OPERATOR shall have the right, subject to CITY'S approval, to provide its eligible employees with pensions and other employee retirement benefits and disability, health and welfare benefits, and other benefit plans now or hereafter available to employees of OPERATOR, and the allocable share of such employee benefits accrued while working at the Marina shall be a Direct Cost.

5.02.6 Temporary Assignment of Other OPERATOR Personnel. If the positions of Marina Manager, Assistant Marina Manager or Maintenance Technician, are not filled for whatever reason, OPERATOR shall use its reasonable best efforts to permanently fill or combine those positions within 90 days. OPERATOR may temporarily assign to these positions existing staff of OPERATOR. During such time as these employees are temporarily assigned to the Marina, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Marina shall be a Direct Cost.

5.02.7 Management Staff. The Management Staff budget shall be approved by CITY in advance of each year through the Annual Budget. The following full-time positions will be solely dedicated to the Marina: Marina Manager, Assistant Marina Manager and or Office Manager, Maintenance Technician (s), Office Administrator (s), and dockhands. OPERATOR shall inform CITY of any changes to Management Staff. OPERATOR may adjust or combine the positions and provide notification to the City Manager.

A. **Marina Manager**. The Marina Manager shall be responsible for the day-to-day management and operation of the Marina. The Marina Manager must have at least three (3) years experience as a Marina operations manager or assistant or similar experience at the time of hiring. The name and telephone number (both home, business, and cellular) of the Marina Manager shall be provided, in writing, to City and shall be current at all times. The Marina Manager shall be reasonably available during normal working hours to meet with the City Manager. After normal working hours, the Marina Manager shall be reasonably available to appear at the Marina if deemed necessary by City Manager or in the event of an emergency.

5.02.7 Background Checks. OPERATOR shall have the obligation for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements and laws. The OPERATOR'S responsibility shall extend to all OPERATOR staff, volunteers and subcontractors, who are subject to California Penal Code Section 11105.3 regardless of whether such individuals are paid or unpaid, currently employed by the OPERATOR, and/or acting as independent contractors of OPERATOR. The OPERATOR shall not permit any employee, volunteer or subcontractor to have any contact with minors or students until the OPERATOR has verified in writing to the CITY that such employee has not

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been convicted of a felony. Verification of compliance with this Section shall be provided in writing to CITY prior to each individual's commencement of employment or access to the premises and prior to permitting contact with minors or students and as soon as practical for existing employees after the execution of this agreement. OPERATOR is required to submit a Fingerprinting/Criminal Background Investigation Certification form to CITY.

5.03 Contracts and Agreements. All third-party contracts relating to the operation and maintenance of the Marina (including without limitation, contracts for maintenance and repair services, pest control, supplies, and landscaping services,) shall comply with the requirements in this section and any other applicable provision in this Agreement. All leases and financing agreements for Furnishings and Equipment, and all contracts and agreements relating to the operation and maintenance of the Marina entered into during the term of this Agreement, shall be approved in writing by CITY. If the CITY has approved a lease, agreement or contract, the CITY shall be responsible any such lease, agreement or contract.

To the extent that OPERATOR has existing business relationships, such as those with suppliers and contractors, the use of which will financially benefit the CITY and the operation of the Marina Facilities by reducing costs, OPERATOR shall make use of those relationships for the purchase supplies and equipment, as needed, to operate the Marina Facility. However, any such purchase shall comply fully with the CITY's purchasing ordinance and policies.

5.03.1 Contracting Procedures.

B. Compliance with Vallejo Municipal Code Chapter 3.20. For all purchases, Resale Inventory, OPERATOR shall comply with the provisions of chapter 3.20 of the Vallejo Municipal Code, including, but not limited to, the provisions requiring public bidding, and the CITY's purchasing manual. OPERATOR shall retain records related to all purchases and bids for review by CITY for five (5) years after completion of all services under this Agreement.

C. Emergency Expenditures. OPERATOR shall be entitled to make emergency expenditures not authorized under the then applicable Annual Plan in the event of an emergency, which may result in immediate damage or danger to life or property, or in order to comply with any immediate Legal Requirements or Insurance Requirements.

D. Purchases by OPERATOR for City's Account. OPERATOR shall take advantage of all available discounts and other prompt pay strategies. In connection with any purchases made by OPERATOR for the account of CITY, OPERATOR may perform services as a representative of the manufacturer to secure the benefits of lower costs, with any resulting savings, including representatives' fees, being passed on to CITY.

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E. Trade Discounts, Rebates, Refunds and National Accounts. All trade discounts, rebates and refunds, including national accounts, pertaining directly to purchases for the Marina shall be disclosed to and accrue to the benefit of CITY.

F. Use of Existing City Contracts. OPERATOR may request from CITY access to make purchases under existing CITY contracts.

G. Barter Transactions/Free Slips. OPERATOR may request from CITY authorization to sell and trade products or services with another party, on a barter basis or provide free use of a slip. Upon approval by City Manager such costs shall be considered a Direct Cost. OPERATOR shall not sell or trade products or services with another party, on a barter basis, or provide free slip without written approval of the City Manager and approval by the City Attorney. Any agreement to sell or trade products or services or provide free slip that is not approved by the City Manager is void and of no effect.

5.03.2. Approval of the City. If a contract has not been approved through the Annual Plan or exceeds the budgeted amount, approval of the CITY is required.

5.03.3 Requirements for Third-Party Contracts. Subcontractors, lessees, concessionaires, tenants and any other third-party contractors shall:

a) Maintain and carry insurance in the amounts required by the CITY's risk manager with the CITY named as additional insured by endorsement, unless covered by the OPERATOR's insurance.

b) Comply with the requirements of this Management Agreement, including but not limited to the nondiscrimination provision set forth in Section 5.04, the drug free workplace provision in Section 5.05 and the Labor Code requirements in Section 5.02.3, All subcontracts, leases, concessionaire and other third-party contracts shall contain language requiring compliance with the applicable provisions of this Agreement.

5.03.4 Reports. OPERATOR shall provide a list of all open contracts and agreements related to the Marina, with a brief description of the contract, term, dollar amount, contact name and phone number, as requested by City Manager.

5.04 Strategic Operational Decisions OPERATOR shall make Strategic Operational Decisions that ensure the fiscal stability and long-term sustainability of the Marina. Strategic Operational Decisions that require prior approval by the City Manager include: temporary or indefinite closure of no more than 10% of rentable slips; temporary or indefinite closure of the Marina Office; temporary or indefinite closure of all or part of the Ships Store.

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5.05 Nondiscrimination. During the performance of this Agreement, OPERATOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment, or customer, because of race, color, ancestry, religion, sex, national origin, marital status, age, physical disability, mental disability, medical condition, sexual orientation, or any other form of unlawful discrimination. Equal opportunity for employees extends, but is not limited to, recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. OPERATOR and its subcontractors shall ensure that the evaluation and treatment of their employees, applicants for employment and invitees are free of such discrimination. OPERATOR and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made part hereof as if set forth in full.

OPERATOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. OPERATOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. OPERATOR shall permit access by representatives of the Department of Fair Employment and Housing and CITY upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, of its books, records, accounts and other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

5.06 Drug Free Workplace. OPERATOR shall certify that it complies with Sections 8350- 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act.

5.07 Signs and Website. OPERATOR shall be responsible for installing and maintaining all signage necessary for the Marina operations. The cost of such signage shall be considered Direct Costs. OPERATOR shall not post outdoor signs at or on the Premises without the prior written approval of the City Manager, as well as the approval of the Economic Development Department, as required by law, with the exception of temporary directional or advisory signs (e.g., "Front entrance closed; use side entrance"; "Temporary no parking area"; "Wet Steps"). OPERATOR may install signs identifying the Marina as a Marina managed and operated by OPERATOR upon prior written approval by the City Manager as to locations and design.

OPERATOR shall create and maintain a website that identifies the Marina as a municipal public Marina, which shall be linked to the City website, and shall contain information related to Marina operations and fees.

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5.08 Water and Utilities. OPERATOR shall be responsible for arranging for utility service for the Premises, including but not limited to water, gas, electricity, sewer and trash removal. OPERATOR'S costs for such utility service, as well as OPERATOR'S costs incurred in correcting any defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, heating or gas system or electrical apparatus or wires serving the Premises, shall be Direct Costs.

5.09 Safety and Security. OPERATOR shall exercise caution at all times for the protection of persons and property. OPERATOR shall maintain adequate and appropriate safety guards and protective devices for all existing equipment and machinery and shall install adequate and appropriate safety guards and protective devices for all new equipment and machinery. OPERATOR shall post appropriate caution signs to alert personnel or the public of unsafe conditions. OPERATOR shall comply with all applicable laws relating to safety precautions, including, without limits, the safety regulations of the California Division of Industrial Safety, OSHA. OPERATOR shall immediately correct any unsafe condition of the Premises, as well as any unsafe practices occurring thereon. Promptly after the occurrence of injury or damage to persons or property occurring on the Premises, OPERATOR shall submit to CITY a written report about the incident. OPERATOR shall cooperate fully with CITY in any further investigation of any injury or damage to persons or property occurring on or about the Premises. The Marina shall contain appropriate security systems, alarm systems, motion detection sensors for after hours' control, and locks for the perimeter gates. The alarm system at the Marina shall be tied into an offsite monitoring station. CITY may require OPERATOR to install video monitoring in cash operation areas, which shall be operated in accordance with CITY'S Administrative Rule 7.9, which is incorporated herein by this reference. In addition, OPERATOR shall comply with CITY'S Administrative Rule 7.9, which governs the use of video systems and security camera at City facilities.

5.10 Use of Premises: Restrictions. Unless OPERATOR has obtained the prior written approval of the City Manager, which approval may be withheld or conditioned in the sole and absolute discretion of the City Manager, OPERATOR shall not conduct, authorize or permit: (a) any events or activities on the Premises not otherwise specifically provided for and authorized in this Agreement; or (b) any events or activities requiring the exclusive use of the Premises or any portion thereof.

In addition, OPERATOR shall not:

a) Permit any unlawful practice to be carried on or committed on the Premises;

b) Make any use or allow the Premises or Facilities to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the CITY; including storage or use or permitting to be kept or used on the Premises or the Facilities any flammable fluids, toxic materials, or substances of any nature reasonably deemed dangerous by the CITY or the CITY'S insurance carriers without obtaining prior written consent

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of the CITY, except for small quantities of cleaning products incidental to their permitted uses described in this Agreement; with the exception of those products necessary for the maintenance of the Marina which are normally and routinely used by comparable Marinas. Any such products are to be contained and stored in the proper and designated containers and areas;

c) Use any portion of the Premises or Facilities for storage or other purposes except as is necessary and required with its use specified in this Agreement;

d) Permit tobacco products to be used by any person in, on, or at the Premises or Facilities, in ways inconsistent with the City's ordinances and State Laws.

e) OPERATOR shall not engage in any business or to sell any commodity upon, in, or around the Premises Facilities other than as expressly set forth in this Agreement.

5.12 Prices and Fees.

5.12.1. Goods and Services. OPERATOR shall at all times maintain a complete list or schedule of the prices charged for all merchandise supplied to the public on or from the Premises. Such list or schedule of prices shall be provided to the City Manager with the Annual Plan. The prices shall be fair and reasonable based on the following considerations: that the operation of the Premises is intended to serve the needs of the public for the goods and services, supplied at a fair and reasonable cost; that the prices charged should be comparable to prices charged for similar goods and services in the general area; and that the margin of profit should be reasonable considering the cost of providing the goods and services in compliance with the obligations of this Agreement. If the City Manager notifies OPERATOR that the prices being charged are not fair and reasonable, OPERATOR shall have the right to confer with the City Manager and justify such prices. Following reasonable conference and consultation thereon, OPERATOR shall make such price adjustments as may be ordered by the City Manager; provided, however, that in no event shall OPERATOR be required to price any item below its wholesale cost.

5.12.2. Annual, Short-Term and Transient Slip Fees. CITY hereby reserves the right to establish any and all fees charged by OPERATOR; including but not limited to: the fees charged to boaters for annual rentals, short-term rentals and transient fees. No changes in any fees, may be made by OPERATOR without the advance written consent of CITY in CITY's sole and absolute discretion.

If OPERATOR desires changes to the fees charged to boaters for annual, short-term and transient fees beyond any automatic increases that may be in place, OPERATOR shall submit, preferably with the Annual Plan, a written request and analysis of fees charged by comparable Marinas in Northern California. Upon the City Manager's concurrence with the fee adjustment, the proposal shall be submitted to the City Council. OPERATOR shall post notices of the proposed fee adjustment at prominent locations at the Marina, which notices

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shall include information concerning the time and place of the City Council meeting at which CITY intends to consider the fee increase.

5.12.3 Complimentary Slip and Third-Party Marketers. The use of complimentary Berth Rental fees and complimentary Live-Aboard fees may also be used at the discretion of OPERATOR to promote and increase business (revenue), and to provide for customary privileges for marina tenants and prospective tenants on a space available basis. CITY acknowledges and agrees that the OPERATOR may trade slip fees with third party marketers to increase slip occupancy

5.13 Meetings. Representatives of OPERATOR and City Manager shall meet at such other times as may be required by CITY to review OPERATOR's performance under this Agreement, review the monthly financial reports submitted by OPERATOR in accordance with Section 3.06, and discuss any problems or matters as determined by CITY or OPERATOR.

5.14 Hazardous Materials.

5.14.1 Definition of Hazardous Materials. Hazardous Materials shall mean: a) petroleum; b) asbestos; c) polychlorinated biphenyls; d) radioactive materials; e) any and all substances, products, by-products, waste or other materials of any nature or kind which is or becomes listed, regulated or addressed by any federal, state or local laws, statutes, ordinances, regulations, resolutions, decrees, rules, regulations, directives, orders, guidelines or court decisions (collectively "Environmental Laws"); f) any materials, substances, products, by- products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decision of a state or federal court.

5.14.2 Use and Storage of Hazardous Materials Prohibited. The use and storage of any Hazardous Materials on the Premises is prohibited except as follows.

A. OPERATOR may park and use vehicles and equipment on the Premises in connection with Marina activities under this Agreement, which vehicles may contain gasoline, petroleum products, diesel fuel, and oil of those kinds and quantities normally contained in such vehicles and equipment. OPERATOR shall ensure that employees are trained and knowledgeable about best management practices for operating and maintaining such vehicles and equipment to prevent any Hazardous Materials release and how to handle any such accidental release.

B. OPERATOR may use and store fertilizers, herbicides, fungicides and pesticides on the Marina in a manner consistent with the Marina Maintenance Standards attached as Exhibit B and

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Section 4.07 and Environmental Laws. Biocides, defoliants, chemical fertilizers, pesticides, herbicides, fungicides or other agri- chemicals shall be stored in the Maintenance Building or other appropriate structure at the Marina. OPERATOR shall ensure that employees are trained and knowledgeable about best management practices for using fertilizers, herbicides and pesticides to prevent any Hazardous Materials release and how to handle any such accidental release.

5.14.3 OPERATOR'S Responsibility. OPERATOR shall be responsible for clean up, removal and disposal of Hazardous Materials released on the Premises or any Hazardous Materials release caused or exacerbated by OPERATOR'S activities, including but not limited to a release of gasoline, petroleum products, diesel fuel or oil from vehicles or equipment parked or used at the Marina in connection with OPERATOR'S activities, or releases of fertilizers, herbicides, fungicides or pesticides into the sewage or storm drain systems or into groundwater or onto any natural or man-made surface waters arising out of OPERATOR'S operation and maintenance of the Marina. OPERATOR shall immediately notify City Manager and all other applicable regulatory agencies of any Hazardous Materials release. OPERATOR shall timely comply with all requirements of regulatory agencies. If OPERATOR does not promptly commence and diligently pursue any required investigation, remediation or clean-up activities, CITY, in its discretion and in addition to any other rights or remedies that the CITY may have, may perform the investigation, remediation or clean-up activities. If the OPERATOR caused or exacerbated the need for the cleanup, removal and disposal of Hazardous Materials, OPERATOR shall reimburse CITY within five (5) days of CITY'S demand for payment or CITY may deduct the amount from any amounts owing OPERATOR; otherwise, such costs shall be a Direct Cost. If the Marina or a portion of it is closed in order to investigate, remediate or clean-up a Hazardous Materials release, the City Manager may require the cessation of some or all activities on the Marina.

5.14.4 Indemnification for Hazardous Materials. OPERATOR shall indemnify, hold harmless and defend (with counsel paid for by OPERATOR and selected by CITY) CITY, its officers, officials, employees, volunteers and agents from all loss, damage, liability and expense resulting from the presence, use or release of Hazardous Materials by the OPERATOR or arising from Marina operations pursuant to the provisions of Section 11.04 of this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement and are not limited to the insurance coverage limits stated in this Agreement.

6.1 CAPITAL IMPROVEMENTS.

6.01 Capital Improvement Funds. Subject to the availability of funds in CITY'S Bank Account, as determined by CITY, and at CITY'S sole discretion, CITY may establish and maintain a

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separate reserve account for Marina Capital Improvements and these Capital Improvement Funds shall be used for the purposes described in this Agreement. OPERATOR and CITY hereby acknowledge and agree that the Capital Improvement Funds shall belong to CITY, and CITY shall have complete control over the Capital Improvement Funds.

6.02 Improvements. Except in the event of an emergency threatening imminent injury to persons or damage to property, OPERATOR shall make no improvements, additions, alterations or changes to the Marina ("Improvements") which would meet the definition of Capital Expenditure in Section 1.05, unless OPERATOR: (i) obtains the prior written approval of the City Manager, which approval may be granted or withheld in the sole and absolute discretion of the City Manager; (ii) complies with such terms and conditions as may be imposed by the City Manager; (iii) secures all applicable licenses, permits and other governmental approvals for the Improvements; and (iv) causes the Improvements to be designed and constructed so as to be consistent with the architecture and design of the currently-existing Marina, unless otherwise specifically approved by the City Manager in writing.

6.03 Capital Improvement Plans. During the Term of this Agreement, OPERATOR shall submit on or before February 1 of each year, a "Preliminary Capital Improvement Plan" and on or before March 15 of each year, a "Final Capital Improvement Plan" which shall include OPERATOR'S recommendation of Capital Improvement projects for the next Operating Year and the estimated costs of such Capital Improvement projects.

6.04 Capital Improvement Expenditures. Capital Expenditures are expenditures for improvements to existing Facilities or construction of new Facilities, which improvements or construction costs are in excess of Ten Thousand Dollars ($10,000), or whatever amount may be established in the future and have a useful life of more than one (1) year.

A. All Capital Expenditures are in the CITY's sole control and discretion, and all costs and expenses of Capital Expenditures shall be paid from CITY funds. OPERATOR shall not make any Capital Expenditure prior to obtaining the written approval of City Manager, in his or her sole and absolute discretion. Capital Expenditures shall not be included in any category of the Direct Cost budget, unless expressly approved by City Manager in writing.

B. Except in the event of an emergency threatening imminent injury to persons or damage to property, the parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of OPERATOR with respect to any aspect of a Capital Expenditure project, including design, construction, or supervision. In the event City desires OPERATOR to be involved in any capacity in a Capital Expenditure project, the parties will enter into a separate agreement setting forth the terms

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and conditions of such involvement, including without limitation fees to be received by OPERATOR for such involvement.

7.1 APPROVALS.

7.01 Standard for Approvals. Except as otherwise provided in this Agreement, and, specifically, where this Agreement expressly provides that an approval or determination is within the sole and absolute discretion of City Manager, in which case this paragraph shall not apply, a consent or approval referred to herein of either party shall not be unreasonably withheld or conditioned. In the event that either party refuses to give its consent or approval to any request by the other, such refusing party shall indicate by written notice to the other the reason for such refusal unless this Agreement permits the consent or approval to be withheld without cause or in the sole discretion of either party.

7.02 Other CITY Approvals. Neither CITY's execution of this Agreement nor any consent or approval given by CITY hereunder in its capacity as a party to this Agreement shall waive, abridge, impair or otherwise affect CITY's power and duties as a governmental body. Any requirements under this Agreement that OPERATOR obtain consents or approvals from CITY are in addition to and not in lieu of any requirements of law that OPERATOR obtain approvals or permits. However, CITY shall use its best efforts to coordinate its procedures for giving contractual and governmental approvals so that OPERATOR'S requests and applications are not unreasonably denied or delayed.

8.1 PAYMENT TO OPERATOR.

Certain costs of operating and maintaining the Marina ("Direct Costs," as more particularly defined in Section 8.01.1) shall be paid by OPERATOR from the Gross Revenues received and deposited in the Bank Account. The Gross Revenues are the property of CITY.

8.1 Definitions.

8.01.1. Direct Costs. The use of the word "reasonable" in this subsection is meant to limit the costs to those that are similar to the costs of operating a public Marina of a similar nature and size in the Northern California area. Direct Costs shall be those reasonable costs which are directly related to the operation and maintenance of the Premises and which are established by the Direct Costs Budget, including the following:

a) Employee salaries.

b) Employee benefits including, but not limited to, vacation, sick leave, health insurance, disability insurance, workers compensation insurance, approved industry

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education and training, administration/HR costs of $150/month for full-time and $75/month for part-time employee and retirement benefits,

c) Purchase, lease and/or rental of equipment necessary for the operation of the Premises. If City Manager determines that purchasing any item of equipment would be more cost-effective, then the annual Direct Cost associated with that equipment shall be OPERATOR's actual cost, provided City Manager gives advance written approval of the amount of such cost, in City Manager"s sole and absolute discretion.

d) Repair and maintenance of dockage, fuel and pump-out systems, water and electrical systems and other equipment used solely in the operation of the Marina.

e) Fertilizers, pesticides, chemicals and grounds maintenance supplies as described in Section 4.07.2 of this Agreement.

f) Uniforms

g) Operating supplies, office supplies, cleaning supplies and other miscellaneous supplies.

h) Audit expenses.

j) Advertising and marketing expenses,

k) Mileage reimbursement,

l) Training expenses,

m) Telephone, postage and freight,

n) Fees for permits and licenses.

o) Utilities, including natural gas, water, electric power, telephones, propane, garbage and trash collection.

p) Insurance premiums for the insurance coverage required by this Agreement.

q) Accounting and administrative services.

r) Parking lot maintenance expenses.

s) Cost of Resale Inventory.

t) Fuel system, pump-out, security access gates

u) Taxes and assessments arising out of OPERATOR'S operations at the Marina, including, without limitation, sales tax, possessory interest taxes, if any, and personal property taxes, but only to the extent attributable to equipment and other items of personal property used exclusively at the Marina.

v) Professional dues associations

w) Professional and Consulting services approved by CITY as follows: (i) Any services provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Manager and the City Attorney; and (ii) Any other consulting and professional services must be reviewed and approved in writing in advance by the City Manager.

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8.01.2. Direct Cost Budget. The Direct Cost Budget is the total sum budgeted annually for Direct Costs pursuant to Section 8.02 of this Agreement. OPERATOR is responsible for monitoring adherence to the Direct Cost Budget.

8.01.3. Excluded Costs. The following costs are not considered Direct Costs, shall not be reimbursed and shall not be included in the Direct Cost Budget:

a) Any penalties or fines imposed by any governmental agency resulting from the negligence or willful misconduct of the OPERATOR.

b) Expense of OPERATOR'S corporate office not related to Marina operations, including Employee salaries or any Compensation of any corporate employee or officer of OPERATOR.

8.02 Direct Cost Budget.

8.02.1 Direct Cost Budget. OPERATOR shall submit to the CITY a Direct Cost Budget as part of the Annual Plan.

8.02.2. No Incentives or Disincentives. OPERATOR shall not be entitled to any portion of the savings if the level of Direct Costs is less than the Direct Cost Budget during an Operating Year, nor shall OPERATOR be required to pay any portion of cost overruns if the level of Direct Costs is more than the Direct Cost Budget during an Operating Year, unless required approvals were not obtained.

8.02.3. Termination for Direct Cost Overruns. If the Direct Cost overruns in any Operating Year are more than 10% of the Direct Cost Budget and the Direct Cost overruns have not been approved by the City Council, CITY may terminate this Agreement pursuant to the provisions of Article 13 below. CITY shall act reasonably in exercising its rights under this Section and shall take into account the extent to which (a) such cost overruns result from causes beyond OPERATOR'S reasonable control, (b) OPERATOR has given CITY written notice of the event(s) causing such cost overruns, and (c) whether such cost overruns are the result of a Force Majeure event.

9.1 FINANCIAL AND ACCOUNTING PROCEDURES.

9.01 Bank Account. CITY will establish and maintain a bank account in CITY'S name at a bank of CITY'S choosing (the "Bank Account") for the purposes of accepting daily deposits of the Gross Revenues. The funds in the Bank Account, and all interest thereon, are the property of CITY. The OPERATOR shall pay the Operating Costs of operation of the Marina using the check-writing privileges and direct debit services associated with the Bank Account; provided that such expenses are included in the approved Operating Cost Budget and provided further that the CITY shall have the right, in its sole discretion, to approve the person or persons who shall

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have the authority to sign checks for OPERATOR. All checks will require the signatures of any two of the following four persons: (1) Founders 3 Management Company Chief Executive Officer, (2) Founders 3 Management Company President; (3) Founders 3 Management Company vice president; or (4) Founders 3 Management Company Controller. The above persons will each be covered by a fidelity bond, with OPERATOR and CITY named dual obligees, as approved by CITY. CITY shall provide OPERATOR duplicate copies of all bank statements by the tenth (10^{th}) day of the month.

9.02 Deposits. Cash on hand for register tills, petty cash, and the change bank shall not exceed $5,000, and shall be deposited in the on-site safe nightly. Daily deposits shall be reconciled to the Point-of-Sale daily transaction reports on a daily basis. The consolidated Point of Sale daily transaction reports will be made available to City Manager as requested. CITY will arrange for armored car pick-up service on a regularly scheduled basis. OPERATOR shall be responsible for having all deposits prepared and ready for the scheduled armored car pick-up at the assigned time. Net revenue overages are deemed revenue at the end of the Operating Year. OPERATOR shall be responsible for any revenue shortfalls from daily operations exceeding $500 at the end of the Operating Year net of any revenue overages. OPERATOR shall be responsible for any returned checks/credit cards, unless OPERATOR shows that it followed proper protocols in accepting the check, e.g., checking for identification.

9.03 Payment of Direct Costs. OPERATOR shall pay all budgeted Direct Costs (or other costs as approved in advance by City Manager) from the Bank Account. Payment of all legitimate claims shall be made in a timely manner. OPERATOR shall submit to City Manager a monthly report detailing Direct Costs paid in the prior month pursuant to Section 3.06.1 of this Agreement.

9.04 Check Limit. No payment for more than $ 15,000 shall be made from the Bank Account by OPERATOR without the express consent of the City Manager except for the bi-weekly payroll expense. The OPERATOR or OPERATOR'S payroll provider may debit the Bank Account for the bi-weekly payroll expense.

9.05 Working Capital. Upon execution of this Management Agreement, CITY shall deposit Two Hundred Thousand Dollars ($200,000) into the Bank Account established by CITY for initial working capital for the OPERATOR. If the Bank Account is depleted, or is determined to be insufficient to pay the expenses of the Marina, CITY and OPERATOR agree to meet and confer within two business days from the date CITY is given notice by OPERATOR of the deficiency. At that time, both parties agree to address the need and/or reasons for the deficiency and to resolve any outstanding related issues. OPERATOR acknowledges that any additional monies needed but not previously budgeted will be subject to the CITY'S internal approval process. OPERATOR shall be responsible for the payment of those Marina Expenses identified in

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Section 8.01.1 as incurred in accordance with the monthly operating budgets set forth in the approved Annual Plan.

9.06 Financial Reports. The OPERATOR shall cause to be prepared such additional financial reports concerning the Marina, as the CITY may reasonably request.

9.07 Cash Registers. All financial transactions shall be run through a point of sale ("POS") system. POS system registers shall display to customer the amount of each transaction and shall be equipped with dual tape, which provides a receipt to the customer and a record of each transaction including transaction number and sales detail. Each POS system register shall lock in sales totals and transaction records and use counters that cannot be reset. OPERATOR shall record POS system readings at the beginning of each day.

10.0 BUSINESS RECORDS.

10.01 Types of Records. OPERATOR shall maintain a method of accounting that complies with generally accepted accounting principles for all the revenues and expenses (including without limitation, Gross Revenues, CITY-Assessed Fees and Direct Costs) in connection with the operation of the Premises. OPERATOR shall establish and implement adequate internal controls for the operation of the Marina. The accounting, books and records for the operation of the Marina shall be separate from the accounting, books and records for any other business operated or managed by OPERATOR. Such accounting, books and records shall include the keeping of at least the following documents:

a) Regular books of account such as general ledgers showing fixed assets and equipment inventory;

b) Journals, including, without limitation, any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;

c) Cash register tapes that will enable identification of day-to-day sales; and

d) Any other accounting, books and records for the operation of Marina that CITY, in its sole discretion, deems necessary or appropriate for proper reporting of Gross Revenues and Direct Cost disbursements;

e) OPERATOR shall maintain a computerized records system, showing all information on the number and types of slips leased the corresponding revenues and fee categories, customer addresses and associated data, resident versus non-resident status, and the cost per slip; and

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f) Logs or reports showing the dates of Ship Store sales, all slip rentals including annual, short-term and transient, fuel sales, and any other money transactions must be maintained and available at the site for inspection by CITY at any time. OPERATOR shall maintain and keep available documentation sufficient to facilitate an audit of all revenues.

10.02 Audit of Records. All documents, books and accounting and financial records kept by OPERATOR pursuant to this Article 10, and relating in any manner to the Marina, shall be open for inspection by CITY at any reasonable time during the term of this Agreement. In addition, CITY or its authorized representatives may, from time to time, conduct an audit of the books of the operation of the Marina and observe the operation of the business. CITY shall use reasonable efforts to minimize the interruption to the normal operation of the Marina during any inspection or audit performed pursuant to the provisions of this Section. All documents, books and account and financial records kept by OPERATOR and all other records associated with the operation of the Marina are the property of the CITY and shall be returned to CITY pursuant to the provisions of Section 14.02 (d).

10.03 Annual Financial Statements. CITY shall conduct an annual audit and cause audited financial statements for the operation of the Premises to be issued, including an independent auditor's report and the audit management letter to CITY within ninety (90) days after the end of each Operating Year. OPERATOR shall cooperate with CITY in the conduct of the audit. The audit shall be performed by an independent certified public accountant selected by CITY, and the cost of the audit shall be included as a Direct Cost.

10.04 Public Records. OPERATOR acknowledges and agrees that under the Vallejo Sunshine Ordinance (Vallejo Municipal Code chapter 2.08) and the California Public Records Act (Government Code section 6250 et seq.), this Agreement, all records maintained by OPERATOR on City's behalf including all Marina accounting records, and any and all records, information and materials submitted to the CITY, including but not limited to information obtained in connection with CITY'S inspections of OPERATOR'S records or audit are public records subject to public inspection and/or reproduction. OPERATOR shall cooperate with the CITY with all inspection and disclosure requirements. OPERATOR acknowledges that its failure to comply with any of the provisions of this section shall constitute a material breach of this Agreement. OPERATOR further acknowledges that such material breach of this Agreement may be grounds for termination of this Agreement.

11.1 INSURANCE AND INDEMNIFICATION

11.01 Insurance Policies. During the term of this Agreement, OPERATOR shall maintain in full force and effect, as a Direct Cost, the following minimum insurance coverage:

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a) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Operator

b) Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $3,000,000 per accident for bodily injury and property damage. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the Automobile Liability policy

c) United States Longshore and Harbor Workers (USL&H) Insurance as required by the U.S. Longshore and Harbor Workers Compensation Act, Jones Act or any other federal law for which Operator is responsible due to work on or next to navigable waters.

d) Marine General Liability Insurance. Operator shall obtain and keep in force a commercial marine liability policy of insurance, written on ISO Form CG 00 01 10 01 (or equivalent), that protects Operator and the City, as an additional insured using ISO Form 20 26 (either 11 85 or 07 04 revision) or equivalent, against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the management, use, occupancy or maintenance of the Premises, to include dock handling, Wharfingers Liability, Marina Operators' Liability, loading/unloading liability while using the Vallejo Municipal Marina for the berthing and docking of vessels. Such insurance shall be on occurrence basis providing single limit coverage in an amount not less than $2,000,000 per occurrence. The policy shall contain a minimum $100,000 sub-limit that covers damage to the Vallejo Municipal Marina, including fire damage. The policy shall be endorsed to make the Operator's insurance primary and non-contributory to any insurance the City may carry. The policy shall be endorsed with a waiver of subrogation or waiver of the transfer of the rights of recovery in favor of the City. The City shall be submitted upon Agreement inception, and annually thereafter, a copy of the additional insured endorsement, the primary and non- contributory

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endorsement, and the waiver of subrogation endorsement. Blanket additional insured endorsements are not acceptable.

e) Marina Operators' Liability. In lieu of Marine General Liability, Operator can opt to purchase a Marina Operators' Liability with a limit of no less than $2,000,000 per occurrence. This insurance is to provide coverage for the legal liability of the Marina Operator for loss or property damage to pleasure watercraft in the insured's care, custody and control for operations including repair, alterations or maintenance, mooring at slips, hauling in or out of vessels and fueling.

f) Pollution Legal Liability Insurance. Operator shall provide this coverage, with the City named as an additional insured on the policy, with limits of not less than $2,000,000 per occurrence. The coverage shall extend to sudden and accidental incidents, claims, damages, and losses, including defense costs that arise from the operations of the Operator as it relates to the services to be performed under this Agreement, including those contracted services the Operator has the authority to contract out. This policy shall cover incidents, claims, damages, and losses, at the Vallejo Municipal Marina, including clean-up and remediation as well as third party bodily injury, third party property damage, and clean- up/remediation, both on and off the project site.

g) Commercial Crime Insurance. Operator shall obtain, at its own sole cost, and keep in full force and effect during the term of this Agreement a commercial crime policy which includes, without limitation, a blanket bond for all employee dishonesty in the amount of $1,000,000; coverage for theft, disappearance and destruction of monies and securities in or on the Premises or outside the Premises in an amount not less than $35,000; and depositor's forgery in the amount of $250,000. The cost of Commercial Crime insurance is not considered a Direct Cost.

11.02 Certificates of Insurance. OPERATOR shall complete and file with the City's Risk Manager, within fifteen (15) days of its execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance and endorsements evidencing the coverages specified above, which shall provide that no cancellation, change in coverage or nonrenewal by the insurance company(s) will be made during the term of this Agreement, without thirty (30) days' prior written notice to CITY. All certificates shall be signed by a person authorized by the insurance company to bind coverage on its behalf. Neither the procuring of insurance by OPERATOR nor the delivery by OPERATOR to CITY of certificates of insurance evidencing such coverages shall be construed as a limitation of OPERATOR's indemnity obligations under Section 11.04 of this Agreement.

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11.03 Inspection of Policies: Chance in Coverage Amounts. OPERATOR shall permit CITY, at all reasonable times, to inspect any policies of insurance of OPERATOR covering risks upon the Premises. CITY reserves the right to change the coverage limits of the insurance policies set forth above as CITY may deem advisable, in CITY's sole and absolute discretion; provided that CITY shall increase the applicable Direct Cost Budget(s) reasonably to account for any increase in insurance premiums.

11.04 Insurance Cost Allocation: Prior to execution of this Agreement, Operator shall submit an equitable insurance cost methodology to City's Risk Manager and obtain written approval before such costs can be added to Direct Cost.

11.05 Deductibles. OPERATOR shall disclose all deductibles to City and obtain City's written consent for any deductible amount.

11.06 Waiver of Subrogation. OPERATOR shall not assert against the CITY and waives any claims and rights of recovery for any losses, damages, liability or expenses (including attorneys' fees) incurred or sustained on account of injury to persons or damage to property arising out of its operation and maintenance of the Marina to the extent that the same are covered by the insurance required under this Article 11.01. OPERATOR hereby grants on behalf of any insurance company providing insurance covering the Marina a waiver of any right of subrogation which any insurer or party may acquire by virtue of payment of any loss under any insurance policy. OPERATOR shall give notice to the insurance companies providing insurance under this Agreement of the waiver of subrogation contained in this Section 11.02.

11.07 Umbrella Policy. Notwithstanding any provision of this Article 11.0 to the contrary, OPERATOR'S obligation to provide for insurance may be brought within the coverage of so-called "umbrella" or "blanket" policy or policies of insurance carried and maintained by OPERATOR, provided that: (i) CITY, OPERATOR and such other persons as CITY may specify from time to time are named as additional insureds, to the extent their interests appear; (ii) the coverage afforded CITY and the other persons will not be reduced or diminished by reason of the use of such umbrella or blanket policy; and (iii) the other insurance requirements as set forth in Article 11.0 are satisfied. In such case, an allocable portion of the premiums for such umbrella policies of insurance shall be considered a Direct Cost.

11.08 Indemnification and Hold Harmless. OPERATOR shall fully defend, indemnify and hold harmless CITY and its elective and appointive boards, commissions, officers, agents, and employees, from and against any and all damages, liabilities, claims, costs or expenses, including but not limited to reasonable attorneys' fees and costs, for economic damage to third parties, property damage or bodily injury, including but not limited to death:

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a) which result from any act or omission by OPERATOR or any officer, director, employee or subcontractor of OPERATOR in connection with OPERATOR'S performance under this Agreement for operation of the Marina;
b) which result from any action taken by OPERATOR relating to the Marina (i) that is prohibited by this Agreement, or (ii) that is not within the scope of OPERATOR'S duties under this Agreement, or (iii) that is not within OPERATOR'S delegated authority under this Agreement;
c) which result from OPERATOR'S violation of Insurance Requirements or Legal Requirements; or
d) which CITY, by reason of any alleged breach of a "non-delegable duty," is subject to, because of the OPERATOR'S violation of any national, state or local law, regulation or order which pertains to providing safe working conditions for OPERATOR'S employees, or because of OPERATOR'S failure to provide safe working conditions for OPERATOR'S employees.

This section shall not apply to damages, liabilities, claims, costs or expenses that arise out of CITY'S sole negligence or willful misconduct. The provisions of this Section shall survive the expiration or termination of this Agreement and are limited to the insurance coverage limits stated in this Agreement.

11.09 Fines. OPERATOR shall report any complaint, notice of violation or any similar type action by any administrative or regulatory agency filed against or served on OPERATOR within twenty-four (24) hours of receipt. OPERATOR shall obtain the approval of the City Manager prior to the payment of any fine levied on OPERATOR. Upon approval of payment by the City Manager the fine shall be considered a Direct Cost. If the City Manager does not approve the payment of the fine, then City may terminate this Agreement pursuant to Section 13 of this Agreement.

11.10

Handling of Claims. OPERATOR shall be responsible for handling all claims, demands, and lawsuits for any losses, damages, liability, and expenses (including without limitation personal injury and property damage claims) ("Claims") arising out of the operation and management of the Marina, whether or not such Claims are covered by the insurance required under this Article 11.0. Handling such Claims shall include without limitation responding to such Claims, investigating such Claims, retaining legal counsel to defend such Claims, settling such Claims, and paying any losses, damages and expenses relating to such Claims or overseeing the insurance carrier's activities in this regard. OPERATOR shall notify City of any claims exceeding $5,000 or any settlements that the OPERATOR intends to classify as a Direct Cost. City shall have the right to approve any legal counsel retained by OPERATOR to defend the City, and to approve all legal bills incurred in such defense. In the event of disagreement on legal counsel to be retained, City may designate legal counsel to be retained. OPERATOR shall use its best efforts to notify CITY

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of any claims or lawsuits relating to the Marina within three (3) days after OPERATOR receives notice of such claims or lawsuits, but in no event shall such notice be provided more than five (5) days after OPERATOR receives notice.

12.1 DEFAULT

12.01 OPERATOR'S and CITY'S Default. The breach of any provision of this Agreement, the failure to keep, observe or perform any covenant including, without limitation, the occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by OPERATOR, which will allow CITY to terminate the Agreement:

a) OPERATOR'S abandonment or vacation of the Premises;

b) OPERATOR'S failure promptly and fully to perform any other covenant, condition or agreement contained in this Agreement where such failure continues for thirty (30) days after written notice from CITY to OPERATOR or, in the event that any such failure is of a nature such that it cannot be remedied within thirty (30) days, OPERATOR'S failure immediately to commence and thereafter continuously to pursue to completion a cure of such failure;

c) The levy of a writ of attachment or execution on this Agreement or on any of the property of OPERATOR located in or on the Premises and such levy or execution is not stayed prior to the enforcement of such writ of attachment or execution;

d) An event of bankruptcy or insolvency including but not limited to: (i) OPERATOR applies for or consents to the appointment of a receiver, trustee or liquidator of OPERATOR or of all or a substantial part of its assets; (ii) OPERATOR files a voluntary petition for bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) OPERATOR files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against OPERATOR; (iv) OPERATOR states in writing its inability to pay its debts as they come due; (v) OPERATOR makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating OPERATOR as bankrupt or insolvent or approving a petition seeking reorganization of OPERATOR or appointing a receiver, trustee or liquidator of OPERATOR or of all or a substantial part of OPERATOR'S assets, and such order, judgment or decree continues unstayed and in effect for any period of thirty (30) consecutive days;

e) If OPERATOR fails to file any reports required by this Agreement within thirty (30) days of their due date;

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CITY'S breach of any provision of this Agreement, or its failure to keep, observe or perform any material covenant, shall constitute a default and breach of this Agreement by CITY.

12.02 Curing Default. Except as otherwise expressly stated in this Agreement, the party that the other party believes is in default ("the defaulting party") shall have thirty (30) days after receipt of written notice from the non-defaulting party or the specific time permitted under this Agreement to cure any default under any other covenant, condition or agreement contained in this Agreement. Notwithstanding the foregoing, OPERATOR shall be in default under this Agreement, with or without written notice from CITY, in the event OPERATOR abandons or vacates the Premises for any period exceeding twenty-four (24) hours.

12.03 Remedies.

12.03.1. CITY'S Election to Cure at OPERATOR's Expense. In the event of OPERATOR'S default as described in Section 12.01 and OPERATOR fails to cure the default by the date specified, CITY may elect to undertake the work that Operator has failed to do or any work necessary or appropriate to diligently maintain the Premises. Should CITY elect to undertake such work, it shall serve OPERATOR written notice of its intent to enter the Premises and the exact nature of the work or correction it intends to perform. OPERATOR may void the notice and CITY'S right to enter and perform the work by promptly performing the work set forth in the CITY'S notice. The performance of the foregoing work by CITY shall be included as a Direct Cost.

12.03.2. Termination of the Agreement. In the event the defaulting party fails to cure any default of this Agreement within the applicable cure period, the non-defaulting party may terminate this Agreement upon ten (10) days' written notice to the defaulting party.

If CITY terminates this Agreement pursuant to this Section 12.03.2 CITY shall have the following rights:

a) to collect from OPERATOR any and all monies owing CITY under this Agreement;

b) to take sole possession of the Bank Account;

c) to take sole possession of all equipment and materials; and

d) to take sole possession of the Premises; and

e) to pursue any and all other appropriate civil and criminal remedies.

If OPERATOR terminates this Agreement pursuant to this Section 12.03.2, it may pursue any and all appropriate civil remedies including collecting from CITY all monies the CITY owes OPERATOR.

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12.03.3. Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

12.04 Effect of Termination. The termination of this Agreement under the provisions of this Article 12 shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

13.1 TERMINATION

13.01 City Right to Terminate. The CITY has the right, at any time and in its sole discretion, to immediately terminate this Agreement by giving a thirty (30) day written notice to OPERATOR. Upon receipt of a notice of termination, OPERATOR shall perform no further work except as specified in the notice. Before the date of termination, OPERATOR shall deliver to CITY all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

13.02 City Rights Upon Termination. If CITY terminates this Agreement pursuant to this Section 13.01 CITY shall have the following rights:

a) to collect from OPERATOR any and all monies owing CITY under this Agreement;

b) to take sole possession of the Bank Account;

c) to take sole possession of all equipment and materials; and

d) to take sole possession of the Premises; and

e) to pursue any and all other appropriate civil and criminal remedies.

13.03 Effect of Termination. The termination of this Agreement under the provisions of this Article shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

14.0 TRANSITION PROCEDURES

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14.01 Contract Transition Period. The "Contract Transition Period" shall mean: (i) the two (2) month period immediately prior to expiration of the term; (ii) the period from the date CITY gives notice of default under Section 12.02 until the date of termination; or (iii) the period from the date the CITY gives notice of cancellation until the date of termination.

14.02 Contract Transition Procedures. During the Contract Transition Period:

a) OPERATOR shall allow CITY and others to interview and discuss employment opportunities with OPERATOR'S employees.

b) OPERATOR and CITY shall refrain from coercing, threatening or harassing any employee who expresses interest in being employed by CITY, OPERATOR or other party after the Agreement has expired, or has been terminated or cancelled.

c) OPERATOR and CITY shall cooperate in good faith on post-contract support services, data management, inventory control, transfer of employees and other issues necessary and appropriate to ensure a smooth transition of operating responsibilities from one party to another. Nothing in this paragraph shall be construed to require CITY to hire additional personnel or spend additional monies.

d) OPERATOR shall deliver to CITY current copies of all contracts, permits and licenses affecting Marina operations, including without limitation, slip leases and other Marina equipment.

e) OPERATOR shall transfer possession of the Premises, Facilities, Furnishings and Equipment, supplies, software, databases, books, records and materials purchased, prepared or maintained under this Agreement to the new operator or CITY, as CITY shall direct except OPERATOR shall retain and remove all intellectual property or proprietary material, electronic or hard copy, including policy/procedures manuals/material and employee training material used at the Marina.

g) OPERATOR shall transfer all keys, convey all alarm and safe codes and vacate the Premises.

h) OPERATOR shall assign to CITY and CITY shall assume OPERATOR'S obligations under any loans and leases incurred or entered into by OPERATOR with respect to Furnishings and Equipment or supplies then in use at the Marina, provided that the following conditions are met unless waived by the CITY: (i) OPERATOR shall have delivered to CITY written documentation acceptable to CITY showing that OPERATOR has fully performed its obligations under such loans and leases through the date CITY assumes such obligations, and (ii) with respect

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to any agreements in excess of one year or whose term extended beyond the expiration date of this Agreement, CITY shall have given its written approval to the agreement.

15.1 WORK STOPPAGES, DAMAGE OR DESTRUCTION

15.01 Work Stoppages. In the event concerted activities by labor groups (e.g., picketing, strikes, etc.) result in OPERATOR'S employees not entering and working at the Marina, OPERATOR shall, if City Manager so requests in writing, seek appropriate administrative or court orders to return operations to normal. During such period, OPERATOR shall operate the Premises on a best-efforts basis until labor relations are normalized. If and only if City Manager gives OPERATOR a written request to seek administrative or court orders will the cost of doing so be a Direct Cost.

15.02 Damage or Destruction. Should the Marina be destroyed or substantially damaged by fire, flood, acts of God, or other casualty, CITY, by written notice to OPERATOR, shall have the right to cancel this Agreement pursuant to Article 13 on the basis that CITY does not choose to rebuild or restore the Marina, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such cancellation. For the purpose of this Section 15.02, the Marina shall be deemed to have been substantially damaged if the estimated length of time required to restore the Marina substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months. If this Agreement is not cancelled in the event of damage to the Marina either because (a) the damage does not amount to substantial damage as described above, or (b) the CITY elects, in its sole and absolute discretion, to restore the Marina, then CITY may proceed, at CITY's own expense, to commence and complete restoration of the Marina to its condition and character just prior to the occurrence of such casualty. If as a result of any damage or destruction to the Marina as provided in this Section 15.02, the responsibilities of OPERATOR under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement. Any insurance proceeds made available after such damage or destruction shall be payable to CITY.

15.03 Eminent Domain. If all of the Marina shall be taken through the exercise of the power of eminent domain, or by agreement in lieu of the exercise of eminent domain, then upon the date that CITY shall be required to surrender possession of the Marina, this Agreement shall terminate and neither party shall have any obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. Likewise, if such a substantial portion of the Marina is taken through the exercise of eminent domain, or an agreement in lieu of the exercise of eminent domain, so to make it unfeasible, in the reasonable opinion of CITY, to restore and continue to operate the remaining portion of the Marina for the purposes contemplated in this Agreement, then upon the date that CITY shall be required to surrender a substantial portion of the Marina, this Agreement shall terminate and neither party shall have any further obligation to the other party under this

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Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Marina shall not make it unfeasible, in the sole and absolute discretion of CITY, to restore and continue to operate the remaining portion of the Marina for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and CITY may proceed, at CITY'S own expense, to alter or modify the Marina so as to render it a complete architectural unit which can be operated as a Marina. If as a result of any alteration or modification of the Marina as provided in this Section 15.03, the responsibilities or rights of OPERATOR under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement. Any award pursuant to a taking by right of eminent domain shall belong to and be paid to CITY.

15.04 Force Majeure Events. As used in this Agreement, the term "Force Majeure"means declared or undeclared war, sabotage, riot or acts of civil disobedience, acts or omissions of governmental agencies, accidents, fires, explosions, floods, earthquakes, or other acts of God, shortages of materials, or any other event not within the control of OPERATOR and not caused by the negligence or intentional wrongful conduct of OPERATOR.

If OPERATOR or CITY is unable by reason of Force Majeure to carry out any obligation under this Agreement, such obligation shall be suspended only so far as it is physically affected by such Force Majeure. The party unable to perform shall give the other party prompt notice of such Force Majeure with a detailed explanation and the probable extent to which it will be unable to perform or be delayed in performing such obligation. The party unable to perform shall use all possible diligence to remove such Force Majeure as quickly as possible. The requirement that any Force Majeure shall be removed with all possible diligence shall not require the settlement by the party unable to perform because of strikes, lockouts or other labor disputes or the meeting of any claims of or demands by any supplier or government entity which reasonably may be harmful to the best interests of the CITY or OPERATOR.

Costs incurred as a result of a Force Majeure shall be reimbursed by the CITY, if the expenditure was approved in advance by City Manager, which approval will not be unreasonably withheld.

If as a result of the occurrence of a Force Majeure, the responsibilities of OPERATOR under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement.

16.0 SUBMISSION OF PAYMENTS, REPORTS AND NOTICES.

16.01 Payments and Financial Reports. Any payments and financial reports and documents required by this Agreement shall be submitted to:

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Director of Finance City of Vallejo
555 Santa Clara Street, 3rd Floor
Vallejo, CA 94590
Facsimile (707) 649-5406

With copy to:
City Manager City of Vallejo
555 Santa Clara Street, 3rd Floor
Vallejo, CA 94590
Facsimile (707) 648-4426

16.02 Other Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or three (3) days after deposit into the United States mail, postage prepaid, by first class mail. Unless notice of a different address has been given in accordance with this Article 16, all such notices shall be addressed as follows:

If to CITY:
City Manager
555 Santa Clara Street, 3rd Floor
Vallejo, CA 94590
Facsimile (707) 649-5406

With a copy to:
City Attorney 555 Santa Clara Street, 3rd Floor
Vallejo, CA 94590
Facsimile (707) 648-4687

If to OPERATOR:

David L. Behnke
CEO
Founders 3 Management Company
252 E. Highland Ave.Milwaukee, WI 53202

With an electronic email copy to:

John Matheson
President
Founders 3 Management Company
252 E. Highland Ave
Milwaukee, WI 53202

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jmatheson@founders3.com

17.0 DISPUTE RESOLUTION

17.01 Controversies Subject to Mediation. Any controversy between the parties regarding the construction or application of this Agreement, and any claim arising out of this Agreement or its breach, shall first be submitted to mediation upon the written request of one party served upon the other party.

17.02 Selection of Mediator. The parties may agree on a mediator. If they/cannot agree on a mediator within ten (10) days after service of the request for mediation, either party may request the American Arbitration Association to provide a list of three (3) possible mediators with each party having the right to strike a name on an alternating basis until one name remains. If either party delays beyond five (5) days in striking a name, then the other party may choose anyone from the remaining list to serve as mediator.

17.03 Mediation Schedule. The mediation shall take place before the mediator in the City of Vallejo, State of California, at the time and place selected by the mediator unless the parties agree otherwise. The mediator shall select the time and place promptly and shall give each party written notice of the time and place at least ten (l0) days before the date selected; provided that the meeting shall take place not less than thirty (30) days after the request for mediation.

17.04 Cost of Mediation. Each party hereto shall bear the attorneys' fees, costs, and expenses incurred by it in connection with such mediation, and both parties shall share equally the costs and expenses attributable to the services of the mediator.

17.05 Other Proceedings. If mediation does not prove successful, either party may institute a proceeding in a court of law with jurisdiction in Solano County California or the parties may agree to nonbinding or binding arbitration.

18.1 MISCELLANEOUS PROVISIONS

18.01 Waiver. No delay or failure on the part of any party in exercising any right hereunder shall impair any such right or any remedy of the party so delaying or failing. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

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18.02 Integration. This agreement is the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understanding of the parties concerning the subject matter hereof.

18.03 Interpretation of Terms. In the event of any conflict in the definition or interpretation of any word, right, responsibility, service or schedule between this Agreement and the exhibits attached hereto, and/or other documents incorporated herein, such conflict or inconsistency shall be resolved by giving precedence in the following priority order: first priority to the body of the Agreement; second priority to the Marina Maintenance Standards attached as Exhibit B: third priority to the Marina Manual attached in Exhibit B.

18.04 Modification of Agreement. No modification, amendment or supplement to this Agreement shall be binding unless executed in writing by both of the parties.

18.05 Severability. If any court of competent jurisdiction holds that any provision of this Agreement is void, voidable, illegal or unenforceable, or that this Agreement would be void, voidable, illegal or unenforceable unless any provision of it were severed, that provision shall be severable from and shall not affect the continued operation of the rest of this Agreement; provided that if the provision to be severed is a material part of this Agreement, the foregoing shall not apply, and the parties shall in good faith renegotiate such provision.

18.06 Time of the Essence. Time is of the essence in the performance of all obligations under this Agreement for which specific time periods have been specified.

18.07 Cumulative Remedies. The remedies granted under the terms of this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies allowed under law.

18.08 Assignment. CITY shall have the right to assign its interest in this Agreement without limitation. Upon any such assignment, CITY shall be relieved of any further obligation under this Agreement provided such assignee assumes all of CITY's obligations under this Agreement. OPERATOR shall not assign this Agreement or subcontract any work, without the prior written consent of the City Manager.

18.09 Subcontracting. OPERATOR shall not subcontract any of its rights, duties or obligation under this Agreement without the express written consent of the CITY in each instance. Any attempted or purported subcontracting of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

The CITY is an intended beneficiary of any work performed by OPERATOR'S subcontractor for purposes of establishing a duty of care between the subcontractor and CITY. If subcontracting of work is permitted, OPERATOR shall pay its subcontractor within ten (10) days of receipt of

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payment by CITY for work performed by a subcontractor and billed by OPERATOR. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for OPERATOR to use subcontractors for performance of any service under this Agreement.

18.10 Time References. Except as otherwise specifically provided in this Agreement, all references to "days" herein shall mean calendar days and not business days.

18.11 No Third-Party Beneficiaries. This Agreement is not intended for the benefit of any specific person, entity or third-party beneficiary other than the named parties hereto and no person or entity who is not specifically named as a party herein shall have any right to enforce the provisions of this Agreement.

18.12 Marina Names. The Marina shall be known by such trade name and/or trademark or logo as may from time to time be determined by CITY. The parties acknowledge and understand that the names, logos, and designs used in the operation of the Marina, together with appurtenant goodwill, are the exclusive property of CITY. OPERATOR may identify the Marina as a Marina managed and operated by OPERATOR.

18.13 Independent Contractor. OPERATOR shall at all times be considered an independent contractor under this Agreement. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between CITY and its successors and assigns, on the one part, and OPERATOR and its successors and assigns, on the other part. OPERATOR agrees to be solely responsible for its own matters including payment of its employees, compliance with Social Security, withholding and other such personnel regulations. OPERATOR'S employees shall not be entitled to any salary, fringe benefits, pension, workers'compensation, sick leave, insurance or any other benefit or right connected with employment with CITY.

18.14 Headings. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

18.15 Survival of Covenants. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

18.16 Applicable Law. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of California, without regard to its conflicts of law rules. The parties agree that the Superior Court of the State of California, County of Solano shall have jurisdiction of any litigation between the parties relating to this Agreement and consent to service of process issued by said court.

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18.17 No Presumption Regarding Drafter. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning. CITY and OPERATOR acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between CITY and OPERATOR, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either CITY or OPERATOR to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

18.18 Counterparts. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement.

18.19 Authority. The parties represent for themselves that (a) such party is duly organized and validly existing, (b) the person or persons executing this Agreement on behalf of such party is/are duly authorized to execute and deliver this Agreement on behalf of such party, (c) by so executing this Agreement, such party is formally bound to the terms and provisions of this Agreement, and (d) the execution of this Agreement does not violate any provision of any other agreement to which such party is bound.

18.20 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of CITY shall be personally liable to OPERATOR, or any successor in interest, in the event of any default or breach by CITY, or for any amount which may become due to OPERATOR or any successor, or for breach of any obligation of the terms of this Agreement.

18.21 Conflict of Interest. OPERATOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. The parties hereto hereby covenant that during the term of this Agreement they will not employ any person to administer any portion of this Agreement that has an interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

18.22 Supersede Prior Agreements. This Agreement shall, upon execution, terminate and supersede those certain Management Agreements made by and between the City of Vallejo, a municipal corporation, and the Founders 3 Management Company, a Wisconsin corporation, on

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or about June 1, 2020 and all amendments and agreements made subsequent thereto by and between the parties.

18.23 Exhibits. All Exhibits attached hereto are incorporated herein by this reference. Any amendments to Exhibits must be approved by CITY in writing.

EXHIBIT A Parcel Map of Vallejo Municipal Marina

EXHIBIT A-1 Aerial View of Vallejo Municipal Marina

EXHIBIT B Marina Minimum Maintenance Standards

EXHIBIT C Maintenance Equipment List

EXHIBIT D Fee Schedule

SIGNATURES ON NEXT PAGE

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IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

FOUNDERS 3 MANAGEMENT COMPANY
a Delaware corporation

By: DocuSigned by: John Matheson 28F6412B4FDA4B1...

John Matheson
President

DATE: 6/10/2021

CITY OF VALLEJO,
a municipal corporation

By: DocuSigned by: C4FD6DE223924B1...

GREG NYHOFF
City Manager

DATE: 7/1/2021

ATTEST: DocuSigned by: Dawn G. Abrahamson 1489DDA6695D425...

DAWN G. ABRAHAMSON
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

DocuSigned by: 657AD0D81416407...

TERRANCE DAVIS
Public Works Director

APPROVED AS TO FORM:

DocuSigned by: Meera Bhatt 81F47B6EE5EC489...

VERONICA A. F. NEBB
City Attorney

APPROVED AS TO INSURANCE:

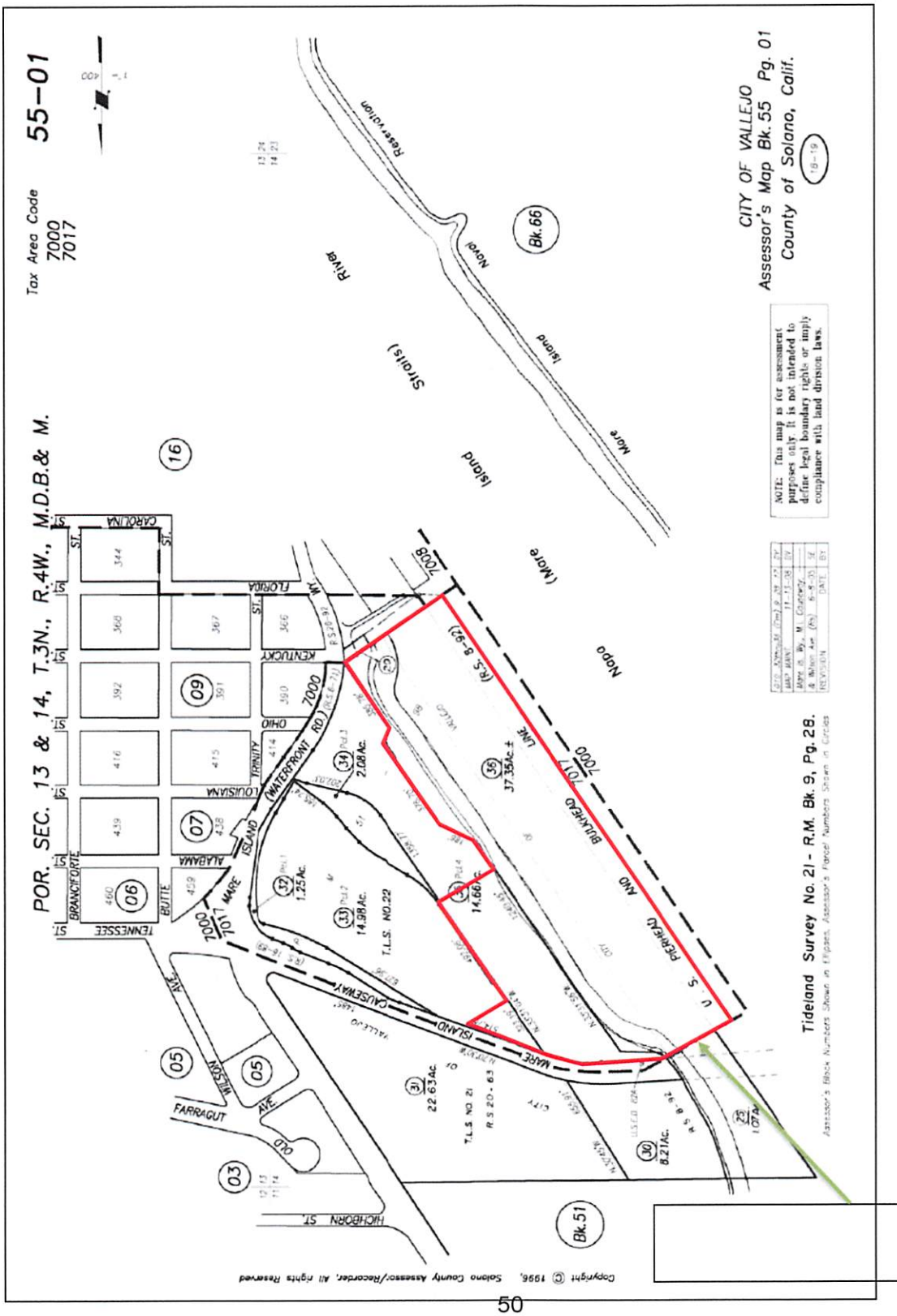
DocuSigned by: Armond Sarkis F1CF2295B5CF441...

ARMOND SARKIS
Risk Manager



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EXHIBIT A: Parcel Map of Vallejo Municipal Marina



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EXHIBIT A-1: Aerial View of Vallejo Municipal Marina



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EXHIBIT B Marina Minimum Maintenance Standards

The following should be considered as the minimum standards necessary to maintain the Vallejo Municipal Marina to a level of quality satisfactory to the City of Vallejo ("City"). Operator will be required, as a minimum, to meet and exceed these standards. These maintenance standards may be revised at the discretion of the Operator with the approval of the City Manager, or designee as provided in Section 1.41 of the Agreement. City of Vallejo also recognizes that due to budget constraints the recommended standards may not be achievable, and the Operator will use all possible means to maintain current conditions of the Marina.

BERTH MAINTENANCE

Operator will inspect and maintain or arrange for maintenance of berths to be kept clean, free of hazards, and safe operating condition

PUBLIC AREAS

Waterways

1. All aquatic areas should be neat and clean in appearance. The water and banksshould be clear of trash and other debris.

2. The edges of the aquatic areas should be maintained and enhanced as neededto allow for natural vegetation cover to prevent bank erosion, to provide a buffer for wildlife habitat and the natural filtering of surface water runoff.

Irrigation

1. Public areas shall be watered as necessary to keep the grass growing in anoptimal condition.

TREE MAINTENANCE

1. Live trees shall not be removed without prior permission of the City, unless thetree presents an immediate hazard and threatens property or health. All

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trees removed shall be replaced pursuant to Vallejo Municipal Code requirements.

2. All trees shall be maintained in an attractive manner and in coordination with the City.

Trees should be pruned to industry pruning standards. Mature trees should be trimmed as determined by the Golf Course Superintendent.

Dead or broken limbs and trees should be removed promptly. Removal shouldtake place within 7 working days of the problem being noted unless otherwise directed by the City due to an immediate hazard.

PATHS AND OTHER PAVED AREAS

Maintenance

1. Existing paths and other paved surfaces should be maintained in a smooth clean condition. All paving should be free of potholes and broken pavement. The paved paths should be maintained to prevent grass from growing more than 1½ inches over the paved surface. The goal is to improve the existing condition,subject to budgetary constraints, and to maintain the paths in their current condition in order to prevent hazardous conditions.
2. Any pavement broken shall be replaced within 30 days of the damageoccurring.
3. The parking area, patio and sidewalks shall be swept daily. The parking lot shall be swept or blown off as needed.
4. The maintenance of clean edges on entrance and service roadways, parking lotsand interior connecting paths shall be performed as necessary.

IRRIGATION SYSTEM

General Maintenance

1. Maintenance of the irrigation system shall mean periodic inspection and timelyrepair, cleaning, adjusting and replacement of all components of the

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water supply and irrigation systems including, but not limited to:

Gate Valves
Automatic Valves
Irrigation Controllers
Wiring from Controllers to Valves
ControllerTransformers
Sprinkler Heads Quick
Coupler Valves
Main Lines
Back Flow
Devices
Computers
Computer Wires

2. Repairs or replacement of components shall be made using materials used in theoriginal installation or an equal or upgraded material.

3. Repairs shall be consistent with standard City specifications.

PEST CONTROL

General

1. The goal of pest management of the Marina shall be to limit pest problems wherever possible by utilizing good cultural practices and a proactive monitoringprogram. Pesticides should be used only as part of an integrated pest management approach.

1. All pesticide storage and applications must conform to State of California application regulations permit conditions and specified on product label. Pesticideuse must be accompanied by a written recommendation from a licensed Pest Control Advisor, registered with the Solano County Agricultural Commissioner's Office. Pesticide Use Reports shall be filed monthly with the County of Solano Agricultural Commissioner.

FACILITIES MAINTENANCE

Restrooms

I. All restrooms, including the restrooms at the Marina and in the Harbor Master house, shall be cleaned and supplied with adequate paper, at least onceper day and more often when heavy use

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occurs. The restrooms shall be maintained free from any unpleasant odors.

2. All graffiti shall be removed as soon as possible after it is discovered, but in noevent shall graffiti be evident more than one day.

Buildings

1. Buildings and structures shall be maintained in good repair. The buildings, including maintenance buildings, storage yards, harbor master house and and restroom buildings shall conform to all federal, state andlocal government regulations for sanitation and safety. The Marina maintenance building and lot shall comply with all CAL/OSHA and State regulations for storage of any disease, weed and insect control products. Fertilizer storage shall comply with all CAL/OSHA regulations.
2. Interior and exterior building surfaces including windows, walls and roofs shall bekept clean at all times. Painting, cleaning or washing of surfaces shall be done as often as necessary to maintain a clean, attractive appearance.
3. Graffiti shall be removed as soon as possible after it is discovered, but in noevent shall graffiti be evident more than one day.
4. Broken or damaged surfaces shall be repaired and replaced as soon as possible.City will allow up to one week for repairs, unless damage poses a safety or security risk, in which repairs shall be made immediately.
5. Buildings shall be kept clean of dirt, oil and any other material that will causeunsanitary conditions to exist.

Other Surfaces

1. Surfaces of walls, gates, signs and fencing shall be kept clean at all times. Painting, cleaning or washing of surfaces shall be done as often as necessary to maintain a clean and neat appearance.
2. Graffiti shall be removed from all surfaces as soon as possible after it isdiscovered, but in no

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event shall graffiti be evident more than one day.

3. Broken or damaged walls, -gates, signs and fencing shall be repaired or replaced assoon as possible. City will allow up to one week for repairs, unless damage poses a safety or security risk, in which case repairs will be made immediately.

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Trash

1. An adequate number of trash containers shall be provided for the convenience of Marina users.

2. All trash containers and outside ashtrays shall be emptied as necessary, but atleast once per day. Recyclables shall be collected as required.

3. All Marina litter shall be picked up on a daily basis.

Domestic Water

I. The potable water system shall be maintained throughout the Marina and repairs shall be made in a timely manner. In no event shall repairs take longer than 48 hours.

2. The indoor plumbing in the restrooms and in the Harbor Master building shall be maintained and repairs made in a timely manner. In no event shall repairs take longer than 24 hours.

3. All maintenance of the potable water system shall conform to all applicable codes and regulations.

Sewers and Drains

I. All sewer and drain lines shall be maintained throughout the Marina and repairs shall be made in a timely manner.

2. All maintenance of sewer and drain lines shall conform to all applicable codes and regulations, including City and Sanitation District specifications.

Fence Maintenance

I. Fencing used for property boundaries or security purposes should be maintained in the manner for which it was designed. Any breaks or other damage should be repaired immediately. Any gates or doors should be properly secured with a locking device.

Marina and Harbor Master House

I. Maintenance, cleaning, repair and general condition of the Harbor Master House, maintenance facility and restrooms shall be the responsibility of the Operator.

2. All supplies, cleaning equipment, materials and paper goods shall be provided by the Operator.

3. Cleaning and preparation shall be scheduled not to impact business operation.

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4. Maintenance and repairs shall be conducted on a timely basis with minimal impact on business operations.

5. Maintenance of interior common space shall include but not be limited to the following tasks:

   a. Vacuum carpets every day and clean as needed.
   b. Clean ashtrays daily, or more frequently, if needed.
   c. Empty wastebaskets and clean daily.
   d. Sweep all building entrances daily.
   e. Dispose of all waste daily.
   f. Dust all desks, counters, chairs, file cabinets, tables and shelves daily.
   g. Clean baseboards weekly.
   h. Clean window glass in the doors inside and out daily or more frequently as needed.
   1. Clean all windows inside and outside monthly or more frequently as
   J. Replace lamps in light fixtures as needed.

EQUIPMENT INVENTORY

Refer to Exhibit C of this Agreement.

MAINTENANCE

1. All Equipment should be maintained in good working condition. Maintenance and repair shall be done in accordance with manufacturer's recommendations.

2. All mowing equipment shall be sharp and properly adjusted to provide a clean even cut on the grass.

RECORD KEEPING

1. A record of all maintenance and repair shall be kept on every piece of equipment.
2. Operator to provide copies of maintenance records to City upon request.
3. A record of all safety training shall be kept for each employee and provided tothe City upon request.

MAINTENANCE CREW

Crew Size

1. The number of maintenance employees shall be adequate to implement the standards contained in this document.

2. Additional part-time help may be added during the summer months.

Training

I. Every employee shall be trained in the operation of the equipment, operation ofthe Marina, customer services, and in the handling of hazardous materials.

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I. The staffing and training of the maintenance staff shall be reviewed by

2. All maintenance employees shall be neat and clean appearance while on duty.

ENVIRONMENTAL COMPLIANCE

I. It is essential that local, state and federal laws, rules and regulations be met in the maintenance operation.

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EXHIBIT C Maintenance Equipment List

***inventory list to be inserted**

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EXHIBIT D Fee Schedule

VALLEJO MARINA
MONTHLY BERTHING FEES
EFFECTIVE JULY 1, 2020

Office & Fuel Dock Hours

Mon - Fri	8:30 am - 4:00 pm	Fuel - 7:00 am - 3:30 pm
Sat/Sun	CLOSED	

Phone: (707) 648-4370
Fax: (707) 648-4660

Uncovered Docks

Per Foot Rate:	$ 7.88	$ 9.67
Slip Length (')	Wood	Concrete
20	$ 157.59	$ -
24	$ 189.11	$ 232.12
28	$ 220.63	$ 270.81
32	$ 252.14	$ 309.49
36	$ 283.66	$ 348.18
40	$ 315.18	$ 386.87
44	$ -	$ 425.55
48	$ 378.22	$ 464.24
56	$ 441.25	$ 541.62

Covered Docks

Per Foot Rate:	$ 10.24
Slip Length	Wood
36	$ 368.58
40	$ 409.53
44	$ 450.48
56	$ 573.34

Side Tie
Per Foot Rate @ Length of Vessel

End Tie
Per Foot Rate @ Length of Slip

Guest Dock
Day use $10.00 (sunrise to sunset)
Overnight $1.00 per foot per night

Multi-hull Rates

Wood	$11.82
Concrete	$14.51

Live-aboard: Additional $225.00 per month (Electricity included)

Electricity: $10.00 flat rate
Kayak Storage: $30.00 per month
Dock Box: $6.00 per month

FOUNDER

OP ID: KW

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER 262-652-7963 Trottier Insurance Group BR C 5320 Green Bay Rd Kenosha, WI 53144 Matthew D. Mekemson	CONTACT NAME: Matthew D. Mekemson PHONE (A/C, No, Ext): 262-652-7963 FAX (A/C, No): 262-652-9146 E-MAIL ADDRESS: mattm@trottieragency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual Insurance	15350
INSURED Founders 3 Management Company 252 East Highland Avenue Milwaukee, WI 53202	INSURER B : ACE Fire Undw Ins Company	
	INSURER C : Travelers Insurance Company	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			A662433	10/01/2020	10/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
B	X Prof E&O			EONWIF156523052-002	06/01/2021	06/01/2022	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Prof E&O	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			A662433	10/01/2020	10/01/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 7,000,000
	EXCESS LIAB CLAIMS-MADE			A662433	10/01/2020	10/01/2021	AGGREGATE	$ 7,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		A648651	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Crime/EPLI			106728810	10/01/2020	10/01/2021	Fidelity	1,000,000
C	Cyber Liability			106728810	10/01/2020	10/01/2021	Forgery	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

TOWHOMI

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathleen J Wheeler

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FOUNDER

OP ID: KW

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2021

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PRODUCER 262-652-7963 Trottier Insurance Group BR C 5320 Green Bay Rd Kenosha, WI 53144 Matthew D. Mekemson	CONTACT NAME: Matthew D. Mekemson PHONE (A/C, No, Ext): 262-652-7963 FAX (A/C, No): 262-652-9146 E-MAIL ADDRESS: mattm@trottieragency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual Insurance	15350
INSURED Founders 3 Management Company 252 East Highland Avenue Milwaukee, WI 53202	INSURER B : ACE Fire Undw Ins Company	
	INSURER C : Travelers Insurance Company	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		A662433	10/01/2020	10/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
B	X Prof E&O			EONWIF156523052-002	06/01/2021	06/01/2022	MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Prof E&O	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			A662433	10/01/2020	10/01/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A662433	10/01/2020	10/01/2021	EACH OCCURRENCE	$ 7,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 7,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			A648651	10/01/2020	10/01/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Crime/EPLI			106728810	10/01/2020	10/01/2021	Fidelity	1,000,000
C	Cyber Liability			106728810	10/01/2020	10/01/2021	Forgery	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Maple Grove Shopping Center - Location 7
LNR Partners, LLC is named additional insured per attached form.

CERTIFICATE HOLDER

LNRPART

LNR Partners, LLC
1601 Washington Ave. Ste. 700
Miami Beach, FL 33139

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathleen J Wheeler

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FOUNDEM

OP ID: KW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/23/2021

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PRODUCER 262-652-7963 Trottier Insurance Group BR C 5320 Green Bay Rd Kenosha, WI 53144 Matthew D. Mekemson	CONTACT NAME: Matthew D. Mekemson PHONE (A/C, No, Ext): 262-652-7963 FAX (A/C, No): 262-652-9146 E-MAIL ADDRESS: mattm@trottieragency.com
INSURED Founders 3 Management Company Marina Operations 252 East Highland Avenue Milwaukee, WI 53202	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Insurance Company — 25674 INSURER B : West Bend Mutual Insurance — 15350 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [ ] OCCUR [ ]	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
A	[X] Pollution			ZOL-16N61809-20-ND	08/06/2020	08/06/2021	MED EXP (Any one person)	$ 10,000
A	[X] Marina Op Liab			ZOL-16N61809-20-ND	08/06/2020	08/06/2021	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC [ ]						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Pollution	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS	X	X	A662433	10/01/2020	10/01/2021	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 4,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE			ZOX-61N17854-20-ND	08/06/2020	08/06/2021	AGGREGATE	$ 4,000,000
	DED [ ] RETENTION $						Marine Ex	$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A		A648651	10/01/2020	10/01/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Vallejo Municipal Marina, 42 Harbor Way, Vallejo, CA 94590 City of Vallejo, its officers, employees, agents and volunteers are named additional insured on a primary and non-contributory basis for ongoing and completed operations, with a waiver of subrogation, on Marine General Liability and incidental Pollution Liability, per attached form and on Auto Liability per

CERTIFICATE HOLDER

CITYVA1

City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathleen J Wheeler

ACORD 25 (2016/03)

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attached form. USL&H applies on Workers Compensation. 30 day cancellation notice applies.

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POLICY NUMBER: ZOL-16N61809-20-ND

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 7/1/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS

NAME OF PERSON OR ORGANIZATION:

City of Vallejo, its officers, officials, employees, agents and volunteers
555 Santa Clara Street
Vallejo, CA 94590

PROJECT/LOCATION OF COVERED OPERATIONS:

Vallejo Municipal Marina
42 Harbor Way
Vallejo, CA 94590

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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POLICY NUMBER: A662433

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Founders 3 Management Co

Endorsement Effective Date: 10-01-2019

SCHEDULE

Name Of Person(s) Or Organization(s):
Any party for whom the insured is required to provide designated insured status.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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DocuSign Envelope ID: D1094189-F83D-40D3-A3F6-2436BECF6254

POLICY NUMBER: A662433

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Founders 3 Management Co

Endorsement Effective Date: 10-01-2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any party with whom the insured agrees to waive subrogation in a written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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DocuSign Envelope ID: D1094189-F83D-40D3-A3F6-2436BECF6254

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
WI	61.00%
IL	58.00%
MI	68.00%
GA	50.00%
FL	58.00%
CA	

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-2020
Insured
Founders 3 Management Co
Insurance Company

Policy No.
A648651

Endorsement No.
Premium Included

Countersigned by Kathleen F Wheeler

WC 00 01 06 A
(Ed. 4-92)

© 1983, 1991 National Council on Compensation Insurance.

Public Works Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4315

VIA Certified Mail and Electronic Copy to Jmatheson@founders3.com

December 17, 2025

David L. Behnke, CEO
Founders 3 Management Company
252 E. Highland Ave.
Milwaukee, WI 53202

SUBJECT: Notice of Interest to Exercise Term Extension for Contract #22PW003

Dear Mr. Behnke:

Please consider this letter as notice that the City of Vallejo has interest in exercising its contractual right to extend contract #22PW003 for an additional five (5) year period, pursuant to Section 2.03 (Extension) of the Marina Management Agreement dated July 1, 2021.

Section 2.03 (Extension) reads as follows:

> **2.03 Extension.** Upon mutual agreement of the parties, the term of this Agreement may be extended for up to five (5) additional years following expiration of the initial term, provided however, that OPERATOR is not in material default of any terms and provisions of this Agreement. CITY and OPERATOR shall have the right, but not the obligation, upon their mutual agreement to extend the term of this Agreement, subject to such additional or other terms and provisions as the parties may agree in writing. The preceding sentence shall not obligate either party to extend the term of this Agreement. The failure of either party to agree to an extension of the term of this Agreement shall not be deemed a breach by such party of the covenant of good faith and fair dealing. If a party is interested in pursuing negotiations to extend the term of the Agreement, the party shall provide notice to the other party not later than six (6) months prior to the expiration of the term of the Agreement. If such notice is given, then not less than two (2) months prior to the expiration of the term of the Agreement, the parties shall enter into an extension of the Agreement or provide notice that the Agreement will not be extended and that Section 14.0, "Transition Procedures," of the Agreement is effective.

Please send confirmation of your acceptance to extend the agreement and/or any changes you may want to make to the current contract by January 31, 2026, so that negotiations can commence and any needed amendments can be made. Should you have questions please contact me at oscar.alcantar@cityofvallejo.net . Thank you for your continued partnership with the City of Vallejo.

Sincerely,

Oscar Alcantar

Digitally signed by Oscar Alcantar
DN: cn=Oscar Alcantar, o=City of Vallejo, ou=Public Works, email=oscar.alcantar@cityofvallejo.net, c=US
Date: 2025.12.16 15:53:32 -08'00'

Oscar Alcantar
Interim Public Works Director

S:\00 Purchasing\Consultants-Contractors-Vendors\F3\FY25-26

DATE: June 30, 2026
TO: Mayor and Members of the City Council
FROM: Leonard Job, P.E., Public Works Director
Glen March, P.E., Assistant Public Works Director / City Engineer
SUBJECT: **ADOPT A RESOLUTION APPROVING A FIFTH AMENDMENT TO THE DESIGN PROFESSIONAL SERVICES AGREEMENT WITH WSP USA, INC., FOR THE MARE ISLAND CAUSEWAY BRIDGE PREVENTATIVE MAINTENANCE PROJECT (PW9762) TO INCREASE THE NOT TO EXCEED AMOUNT TO $1,231,201 AND EXTEND THE TERM OF THE AGREEMENT BY ONE YEAR AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

RECOMMENDATION

Adopt a resolution approving a Fifth amendment to the Design Professional Services Agreement with WSP, USA, Inc., for the Mare Island Causeway Bridge Preventative Maintenance project (PW9762) to increase the not-to-exceed amount to $1,231,201 and extend the term of the agreement by one year and authorizing the City Manager to execute same.

REASONS FOR RECOMMENDATION

Approving this Fifth Amendment to the Agreement will cover the additional services of design consultants for the conditions imposed by the California Department of Fish and Wildlife (CDFW) on the project. The Mare Island Causeway Bridge has been identified by Caltrans Division of Structure Maintenance & Investigations for painting, concrete repairs and other works as part of a long-awaited maintenance project. This project is part of the City's effort to maintain its infrastructure.

BACKGROUND AND DISCUSSION

The City of Vallejo submitted an application in July 2015 for repairs of the Mare Island Causeway based on Caltrans inspection reports completed between 2010 and 2014. Following consultation with Caltrans Division of Maintenance & Investigations, Caltrans District 4 programmed funding for concrete repairs, painting of lifting span and other necessary bridge improvements.

Additional Caltrans inspection reports were done in 2015 and 2018 following the Napa earthquake. This project was included in the Bridge Preventative Maintenance Project (BPMP) for federal funding, which covers up to 88.53 percent of funding. The remaining portion will be a required local match.

On December 20, 2016, City Council approved the Design Professional Services Agreement with WSP in the amount of $394,235 for environmental approval and preliminary design for the project under BPMP. In July 2020, staff executed a First Amendment extending the agreement term through December 30, 2022. Following City Council approval, a Second Amendment to the Agreement was executed in December 2020 increasing the contract amount by $567,631 to support the design of the project. In November 2022, the Third Amendment extended the term of the agreement to December 31, 2026, due to a delay in funding allocation. Subsequently, the City Council approved Resolution No. 23-136 allowing for the execution of the Fourth Amendment to the Agreement in April 2023 to increase the not-to-exceed amount by $205,447 for design and construction support of the project.

Federal (Caltrans) approved funding for the environmental and preliminary design for the project was granted in 2016. The Plans, Specification and Estimate (PSE) phase approval was provided in September 2020. The construction contract was awarded in April 2025.

Staff recommend approving the Fifth amendment increasing the not-to-exceed amount to $1,231,201 and extending the term an additional year. The proposed amendment will provide additional services required to address environmental constraints and permit conditions imposed by CDFW on the construction of the project. Construction of the project is assumed to be completed by March 2027. Failure to approve the proposed amendment may result in construction delays and could affect the project's schedule and delivery.

FISCAL IMPACT

The Mare Island Causeway Project is currently funded by Federal Highway Bridge Replacement and Rehabilitation Program (HBRRP) funds, Mare Island Community Facilities District (CFD) funds, Bridge Construction funds, and Measure P funds. There will be no impact to the General Fund.

SOURCES	REVENUE	EXPENDITURES
Fund 112: Mare Island CFD Funds	$ 2,099,073.00	
Fund 204: Bridge Construction Funds	$ 300,000.00	
Fund 221: HBRRP Grant Funds	$ 22,920,196.00	
Fund 228: Measure P Funds	$ 3,000,000.00	
Design		$ (2,200,000.00)
Construction Contract		$ (19,869,755.00)
Construction Contingency 15%		$ (2,980,463.00)

Construction Management		$ (2,963,250.00)
Project Management (staff time, inspections)		$ (300,000.00)
TOTAL	**$ 28,319,269.00**	**$ (28,313,468.00)**

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration was prepared and approved by staff on September 15, 2020, pursuant to the provisions of CEQA of 1970, as amended (Public Resources Code, Section 21000, et seq.), and the CEQA Guidelines (14 California Administrative Code, Section 14000, et Seq.). A Notice of Determination was filed at the County on September 30, 2020. Caltrans determined the project to be categorically excluded under the National Environmental Policy Act (NEPA) on September 18, 2020, pursuant to 23 CFR Sec. 771.117(d).

ATTACHMENTS

1.	Reso- WSP Fifth Amendment _CAO Stamp
2.	WSP Fifth Amendment_CAO Stamp
3.	ATT. 1 to WSP Fifth Amendment_Add'l Services
4.	ATT 2 to WSP Fifth Amendment_Compensation
5.	Vicinity Map
6.	Location Map
7.	WSP - Contract 16-PW027_FULLY Executed
8.	WSP - First Amendment to Agreement_FULLY Executed
9.	WSP - Second Amendment to Agreement_FULLY Executed
10.	WSP - Third Amendment to Agreement
11.	WSP -Fourth Amendment to Agreement

CONTACT

Leonard Job, Public Works Director 707-648-4085
Leonard.job@cityofvallejo.net

Approved as to form:
By: _____ for
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A FIFTH AMENDMENT TO THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH WSP USA, INC., FOR THE MARE ISLAND CAUSEWAY BRIDGE PREVENTATIVE MAINTENANCE PROJECT (PW9762) TO INCREASE COMPENSATION BY $63,888 AND EXTEND THE TERM OF THE AGREEMENT BY ONE YEAR AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, on December 20, 2016, the City Council approved a Design Professional Services Agreement with WSP, Inc. in the amount of $394,235 for environmental approval and preliminary design services for the Mare Island Causeway Bridge Preventative Maintenance Project; and

WHEREAS, in September 2020, a First Amendment to the agreement was executed to extend the term of the agreement through December 30, 2022. In December 2020, the City Council approved a Second Amendment to the agreement to add $567,631 to the amount of the contract for design services. In November 2022, a Third Amendment to the Agreement was executed to extend the term of the agreement due to a delay in the funding allocation. In October 2023, a Fourth Amendment to the Agreement was executed to add $205,447 to the amount of the contract for construction oversight; and

WHEREAS, additional services are needed for coordination with California Department of Fish and Wildlife (CDFW) for biological monitoring during construction in order to complete the construction of the project on schedule; and

WHEREAS, staff recommend amending the agreement to add additional scope of services related to the Mare Island Causeway Bridge Preventative Maintenance and Repair Project and, to support the expanded scope of work, increase compensation to a maximum not to exceed $1,216,985; and

WHEREAS, staff further recommend extending the contract term by one year, through December 31, 2027; and

WHEREAS, WSP USA, Inc., was selected through a formal, competitive Request for Proposals (RFP) process in accordance with federal funding requirements, and staff have determined that it is in the City's best interest to amend the current agreement based on the required services in order to complete the construction of the project.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vallejo that the Fifth Amendment to the Design Professional Services Agreement by and between the City of Vallejo and WSP, Inc., attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute same, with any modifications recommended by the City Attorney and the City Clerk to attest the signing of that Agreement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VALLEJO at a special meeting held on June 30, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN

_____
ANDREA SORCE, MAYOR

ATTEST:
_____
DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By: _____ for
Veronica A.F. Nebb
City Attorney

FIFTH AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF VALLEJO AND WSP USA, INC.

This Fifth Amendment to the Design Professional Services Agreement made and entered into on December 20, 2016, hereafter referred to as "Agreement", between the WSP USA Inc., a New York corporation, successor to Parsons Brinckerhoff, Inc., a New York corporation, therein referred to as Design Professional, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into as of this 30th day of June 2026.

WHEREAS, pursuant to the existing Agreement, Design Professional provides construction support services including environmental permitting, protocol and preconstruction surveying for the City of Vallejo; and

WHEREAS, the existing Agreement has an expiration date of December 31, 2026, and a not-to-exceed amount of $1,167,313.00; and

WHEREAS, the parties wish to amend the Agreement to extend the agreement term by one year to expire on December 31, 2027, amend the Scope of Work to add additional services, and increase compensation therefor.

Design Professional and City do mutually agree as follows:

1. Amendment to Section 16, "Term." Section 16 of the Agreement, "Term," is hereby deleted and replaced in its entirety with the following:

> "The term of this Agreement shall commence on December 20, 2016, and shall continue in full force and effect until December 31, 2027.
>
> City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year, by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed twelve (12) years.
>
> If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to affect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation, therefore."

2. Additional Design Services. The scope of services to be provided pursuant to the Agreement is hereby amended to include the services described in Attachment 1 of this Fifth Amendment, "Amendment 5: Scope of Services for Additional Work", attached

hereto and incorporated herein by reference.

3. Payment for Additional Design Services. In consideration of Design Professional performing the additional design services described in Attachment 1 to this Fifth Amendment, Design Professional shall be paid an amount not to exceed Sixty-Three Thousand Eight Hundred Eighty-Eight Dollars and no/100 Cents ($63,888.00), as set forth in Attachment 2, attached hereto and incorporated by reference. The maximum not to exceed amount specified in Section 1.A of Exhibit B of the Agreement is increased by said amount to a new total not to exceed amount of One Million Two Hundred Thirty-One Thousand Two Hundred and One Dollars and no/100 Cents ($1,231,201.00).

Design Professional agrees that the additional compensation amount specified above shall constitute full compensation for the expanded scope of additional design services set forth in Attachment 1 to this Fifth Amendment, and shall fully compensate Design Professional for any and all direct and indirect costs that may be incurred by Design Professional in connection with said services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Design Professional.

4. Amendment to Section 4, Indemnification. Section 4 of the Agreement is hereby amended to read in its entirety as follows:

"**Indemnification.** Design Professional shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates 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 Design Professional's operations, or any subcontractor's operations, to be performed under this agreement for Design Professional's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Design Professional, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

Design Professional shall also indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates 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 Design Professional's operations, or any subcontractor's operations, related to costs or benefits associated with California Public Employment Retirement System (CalPERS) membership where Design Professional supplies a CalPERS member who CalPERS determines is subject to enrollment.

The provisions of this section shall survive the expiration or termination of this

Agreement."

5. General Prohibition on Assignment of CalPERS Members and Annuitants. The Agreement is hereby amended to add the following provision:

"Design Professional shall not hire, employ, or use, as an employee, subcontractor or agent of Design Professional (Assigned Individual) any California Public Employment Retirement System (CalPERS) member or annuitant in connection with the provision of services under this Agreement. Nor shall Design Professional allow any of its subcontractors, agents, or other representatives to employ CalPERS members or annuitants for the purpose of performing work under this Agreement. Failure to comply with the provisions of this section shall constitute a material breach of Design Professional's obligations under this Agreement and shall be grounds for termination.

The City Manager and the Human Resources Director may together approve an exception which they determine either: (i) meets the requirements of CalPERS relating to Independent Contractors; or (ii) where such Assigned Individual who is an Annuitant, has not, and will not, exceed 960 total hours in a fiscal year (July 1 to June 30) for all CalPERS employers combined, and satisfies all other CalPERS annuitant requirements. No Assigned Individual, regardless of CalPERS membership at the time the labor is provided, may exceed 1,000 hours in a fiscal year (July 1 to June 30)."

6. Integration. This Fifth Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Fifth Amendment. This Fifth Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Design Professional shall perform all duties, obligations and conditions required under the Agreement.

7. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Fifth Amendment and the Agreement, and any prior amendment, if any, the provisions of this Fifth Amendment shall control in all respects.

8. Ambiguities. The parties have each carefully reviewed this Fifth Amendment and have agreed to each term of this Fifth Amendment. No ambiguity shall be presumed to be construed against either party.

9. Counterparts. This Fifth Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

10. Facsimile Signatures. This Fifth Amendment shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other party at the addresses noted below:

City: Sam Kumar

Public Works Department, 4th Floor
555 Santa Clara Street,
Vallejo, CA 94590

Design Professional:

Benjamin Consolacion
WSP USA
1100 11th Street, Suite 200
Sacramento, CA 95814

11. Authority. The person signing this Fifth Amendment for Design Professional hereby represents and warrants that he or she is fully authorized to sign this Fifth Amendment on behalf of Design Professional

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this Fifth Amendment on the day and year first hereinabove appearing.

WSP USA Inc.,
a New York corporation

BY: _____
JOHN M. FISHER
Vice President, District Manager,
Northern California

DATE: _____

CITY OF VALLEJO,
a municipal corporation

BY: _____
HARRY E. BLACK
Interim City Manager

DATE: _____

ATTEST: _____
DAWN G. ABRAHAMSON
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

_____
LEONARD JOB
Public Works Director

APPROVED AS TO FORM:

_____
VERONICA A. F. NEBB
City Attorney

APPROVED AS TO INSURANCE:

_____
ARMOND SARKIS
Risk Manager

ATTACHMENT 1

MARE ISLAND CAUSEWAY PREVENTIVE MAINTENANCE PROJECT

AMENDMENT 5: SCOPE OF SERVICES FOR ADDITIONAL WORK

CDFW LSAA Amendment, Biological Monitoring, and Agreement Extension

1. Project Management (WSP and SWCA)

The Agreement term is extended to December 31, 2027. The WSP and SWCA Team shall organize, attend, and facilitate up to four teleconference coordination meetings with team members if needed to provide progress updates, coordinate between The City of Vallejo, California Department of Fish and Wildlife (CDFW), the construction management team, and construction personnel, and facilitate overall project communication. This task includes coordination and communication with project team, progress reports, invoice review, and preparing invoicing through the end of the project. In-person meetings, if requested, can be provided under a separate authorization.

7. CDFW LSAA Amendment and Biological Monitoring (SWCA)

TASK 7.2 LSAA AMENDMENT PREPARATION

SWCA will prepare and submit a major amendment request to CDFW for the existing Lake and Streambed Alteration Agreement (LSAA) permit, EPIMS-SOL21560-R3, to request authorization for the City of Vallejo to conduct limited work within the 700-foot California black rail no-disturbance buffer during the species' nesting season.

Given the requested quick turnaround to obtain the LSAA amendment from CDFW, SWCA will prepare the amendment request package and upload the major amendment request through EPIMS on behalf of the City of Vallejo. SWCA will also pay the required CDFW Major Amendment Fee of $1,929.75, plus a 5 percent service fee, for a total fee of $2,026.24, which has been included in the cost estimate in Exhibit B.

The LSAA amendment request will describe the proposed work needed to address the exposed conduit on the Mare Island Causeway bridge, summarize the California black rail survey results and proximity of detections to the work area, and provide a technical rationale supporting the request to allow work to proceed with appropriate avoidance and minimization measures.

The LSAA amendment request will include SWCA's rationale that the proposed work is not expected to result in take of California black rail. This rationale will explain that the work would occur on the causeway bridge above marsh habitat, would be visually separated from the locations where California black rails were detected, would not directly disturb occupied marsh habitat, and would not generate noise levels expected to disturb any potentially nesting black rails. The request will also note that the work would be limited in duration, is needed to address a safety issue, and would be conducted with a qualified biological monitor present during all work activities within the 700-foot buffer.

Task 7.2 Deliverables

- Draft and final LSAA major amendment request documentation for submittal to CDFW.
- Upload of the LSAA major amendment request package through EPIMS.
- Payment of the required CDFW Major Amendment Fee of $1,929.75, plus a 5 percent service fee, for a total of $2,026.24.

Task 7.2 Assumptions

- The City of Vallejo will provide the current project description, work area limits, construction methods, anticipated equipment, anticipated schedule, and any available noise or work activity details needed to support the LSAA amendment request.
- This task assumes one round of consolidated comments from the City of Vallejo on the draft LSAA amendment request.
- This task assumes SWCA will submit the LSAA amendment request through EPIMS and pay the CDFW Major Amendment Fee on behalf of the City of Vallejo. The CDFW Major Amendment Fee and associated 5 percent service fee are included in the cost estimate in Exhibit B.
- This task does not include preparation of a separate take authorization or other permit beyond the LSAA major amendment request.
- This task does not include noise monitoring, acoustical modeling, or preparation of a formal noise technical study, unless separately authorized.

TASK 7.3: QUALIFIED BIOLOGIST RESUME SUPPORT

SWCA will identify qualified biologists who can serve as California black rail biological monitors for work within the 700-foot buffer. SWCA will prepare and provide resumes or qualifications summaries for proposed qualified biologists for submittal to CDFW, if requested by the agency.

Resumes will emphasize relevant experience with special-status marsh birds, rail species, nesting-season monitoring, CDFW permit compliance, construction monitoring, and implementation of avoidance and minimization measures for sensitive wildlife species.

Task 3 Deliverable

- Qualified biologist resumes will be prepared for submittal to CDFW.

Task 3 Assumptions

- SWCA assumes resumes for up to three qualified biologists will be prepared for CDFW review.

TASK 7.4: BIOLOGICAL MONITORING

SWCA will provide biological monitoring for work conducted within the 700-foot California black rail buffer during the nesting season. For the purposes of this Amendment 5, SWCA assumes that monitoring will be required for approximately three weeks of work to address the exposed conduit on the causeway bridge.

A qualified SWCA biological monitor will be present during all work activities occurring within the 700-foot buffer, as required by CDFW and the anticipated amended LSAA permit. The biological monitor will observe work activities, document compliance with the amended LSAA conditions and applicable avoidance and minimization measures and communicate with the construction team regarding any biological constraints.

The biological monitor will have the authority to stop or redirect work if activities appear likely to result in take of California black rail or other unauthorized impacts to sensitive biological resources. The monitor will document work activities, biological observations, compliance issues, corrective actions, and any agency coordination, as applicable. This task also includes time for daily monitoring documentation and weekly reporting, which SWCA anticipates may be required by CDFW as part of the LSAA amendment authorization.

Task 7.4 Deliverables

- Daily and weekly biological monitoring documentation for each day and week SWCA monitors Project work within the 700-foot California black rail buffer.
- A Final brief monitoring summary report, if requested by the City of Vallejo and/or CDFW.

Task 7.4 Assumptions

- SWCA assumes biological monitoring will be conducted during normal daytime construction hours.
- SWCA assumes monitoring will be limited to approximately three weeks, up to 15 workdays, and up to 10 hours per day, including travel time.
- SWCA assumes the work will be limited to the exposed conduit repair areas on the causeway bridge and that no entry into marsh habitat will be required.
- If the construction duration is extended, work occurs outside normal work hours, or additional monitoring is requested by CDFW or the City of Vallejo, SWCA can provide additional monitoring under a separate authorization or amendment.
- This task does not include additional protocol-level California black rail surveys.

Assumptions, Exclusions, and Limitations

This scope of work is based on the following assumptions, exclusions, and limitations:

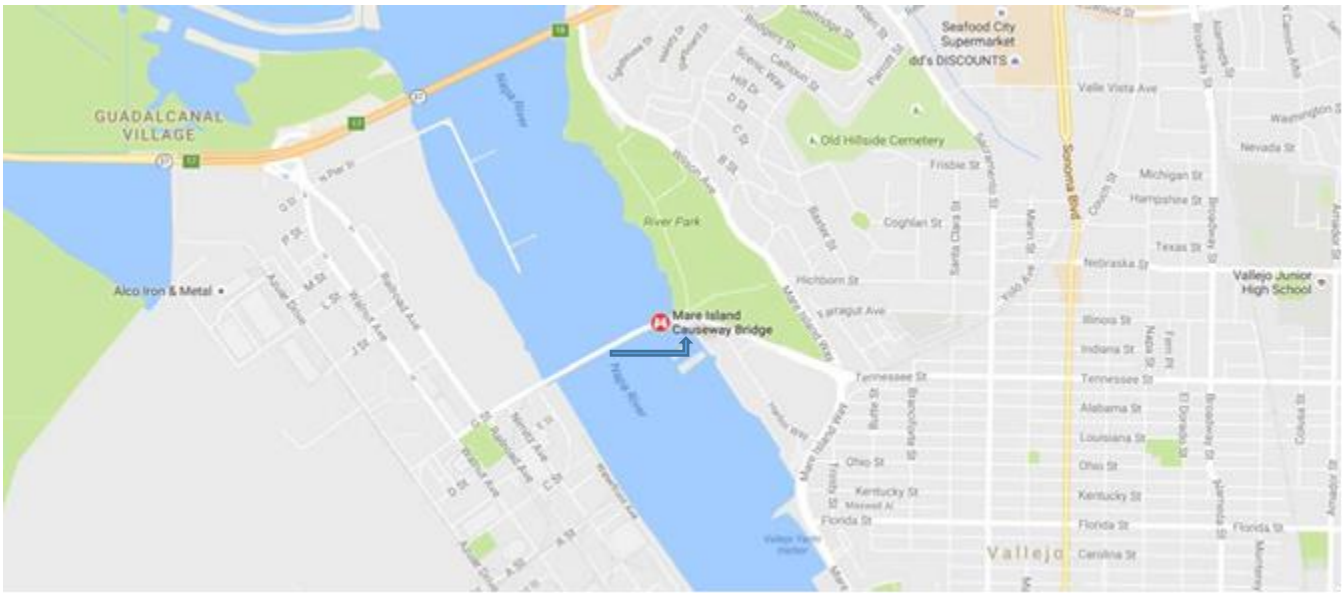
- Actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the City, and fee for any such additional work will be negotiated prior to work being performed.

AMENDMENT 5: COST PROPOSAL BY TASK

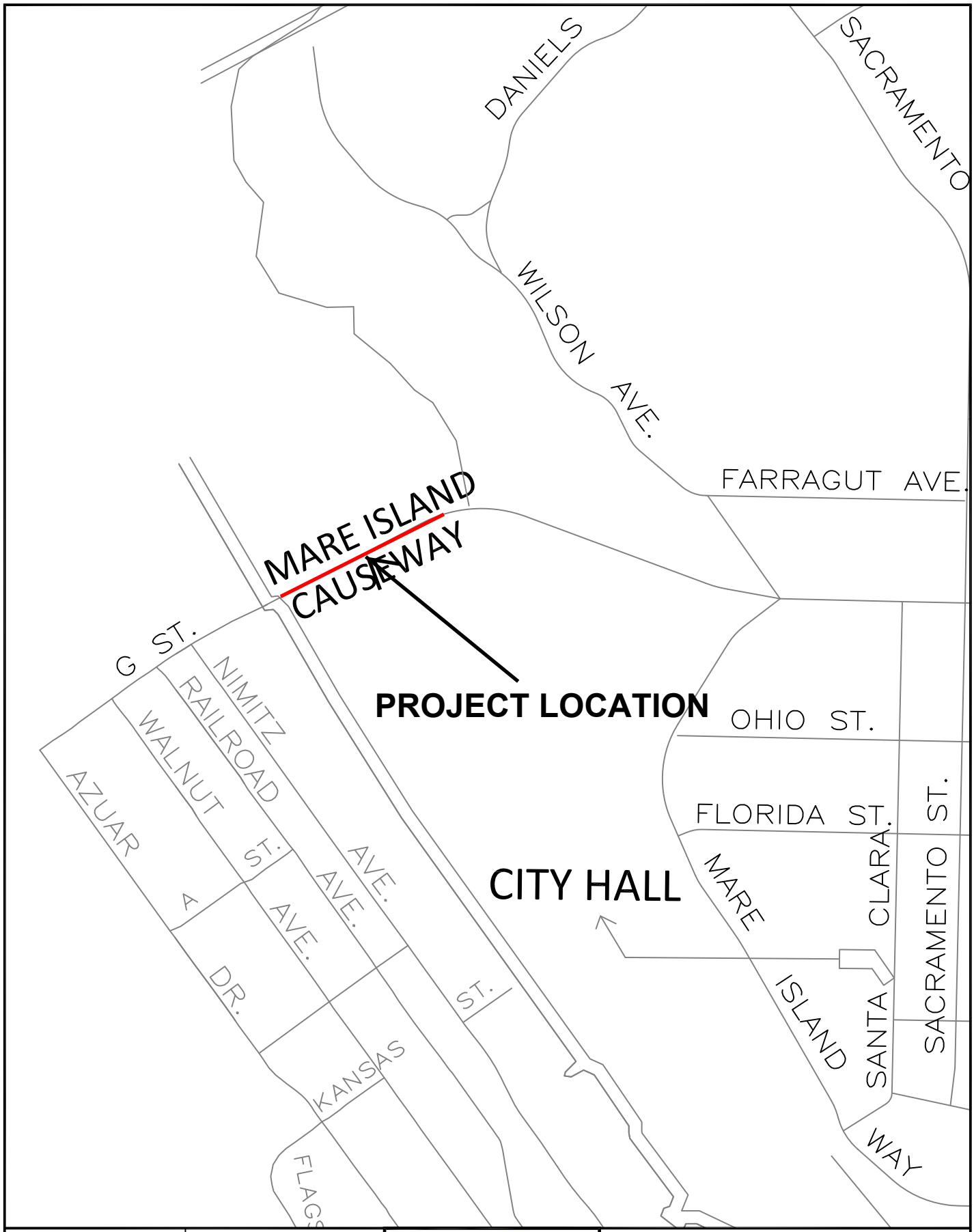
Mare Island Causeway Preventive Maintenance Project

Task No.	Task Description		WSP Staff Hours					Subconsultants				Total Hours	Other (Subconsultant) Direct Cost	Total Cost
			Project Manager	Consultant, Project Accounting	Total WSP Hours	Direct Costs	WSP Total Costs	SWCA (Sycamore Environmental)						
			Ben Consolacion	Thanh Tuyen Tran										
		Pay	136.16	53.65										
		Escalation	139.07	54.80										
		Overhead	212.54	83.75										
		Profit	35.16	13.85										
		FCC	0.76	0.30										
			$ 387.54	$ 152.70				Hours	Direct Costs	Expenses	Total Costs			
Phase II-PS&E, Bid Support														
1	Project Management		28	24	52	$ -	$ 14,516.00	26	$ 5,403.12	$ -	$ 5,403.12	78	$ 5,403.12	$ 19,919
1.1	Communications and Coordination		24		24		$ 9,301.00	26	$ 5,403.12		$ 5,403.12			
1.3	PDT Meetings (Total of 4 assumed);		4		4		$ 1,550.00				$ -			
1.4	Project Aministration			24	24		$ 3,665.00				$ -			
7	CDFW LSAA AMENDMENT AND BIOLOGICAL MONITORING		-	-	-	$ -	$ -	195	$ 38,684.83	$ 5,283.74	$43,968.57	195	$ 38,684.83	$ 43,969
7.2	LSAA Amendment Preparation				0		$ -	35	$ 7,825.58	$ 2,026.24	$ 9,851.82			
7.3	Qualified Biologist Resume Support				0		$ -	9	$ 2,052.55		$ 2,052.55			
7.4	Biological Monitoring				0		$ -	151	$ 28,806.70	$ 3,257.50	$ 32,064.20			
Phase II Totals			28	24	52	$ -	$ 14,516.00	221	$ 44,087.95	$ 5,283.74	$ 49,371.69	273	$ 44,087.95	$ 63,888

6/24/2026



PROJECT LOCATION – MARE ISLAND CAUSEWAY BRIDGE



DWG. NO. --
DRAWN BY SM
DATE 11/08/16
CHECKED

SHEET 1 OF 1
FILE NO. -
REF. –
SCALE 1" = 4000'

City of VALLEJO California

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

MARE ISLAND CAUSEWAY
BRIDGE PREVENTIVE MAINTENANCE PROJECT

LOCATION MAP

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DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 20 day of December, 2016, by and between the City of Vallejo, a municipal corporation ("City"), and Parsons Brinckerhoff, Inc., a New York Corporation, hereinafter referred to as Design Professional, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Design Professional shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. **Payment.** City shall pay Design Professional for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Design Professional for services rendered pursuant to this Agreement.

3. **Facilities and Equipment.** Design Professional shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. **Indemnification.** To the fullest extent permitted by law, Design Professional shall hold harmless, defend (with independent counsel approved by City) and indemnify City and its officers, employees and volunteers from and against all claims, damages, losses, penalties, fines and judgments and expenses and defense costs, including but not limited to attorney fees, court costs, associated investigation and administrative expenses, regardless of the nature or type arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Design Professional, or the acts or omissions of an employee, agent or subcontractor of the Design Professional, except where caused by the active negligence, sole negligence, or willful misconduct of City.

The provisions of this Section are not limited by the insurance provisions of this Agreement.

The provisions of this section shall survive the completion of the services, expiration or termination of this Agreement.

5. **Insurance Requirements.** Design Professional agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Design Professional." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. **Accident Reports.** Design Professional shall immediately report (as soon as

Approved as to form:

By: _____
Claudia Quintana
City Attorney

as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. **Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

8. **Independent Contractor.** Design Professional is an independent contractor. Neither Design Professional nor any of Design Professional's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Design Professional only insofar as the results of Design Professional's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Design Professional accomplishes services pursuant to this Agreement.

9. **Licences, Permits, Etc.** Design Professional represents and warrants to City that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Design Professional has all the permits, qualifications and approvals of whatsoever nature which are legally required for Design Professional to practice its profession. Design Professional represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are

legally required for Design Professional to practice its profession.

10. Business License. Design Professional and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Design Professional until such business license(s) has been obtained.

11. Standard of Performance. Design Professional shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California.

Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, as well as all areas appurtenant to the site, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by City.

Design Professional's responsibilities under this section shall not be delegated. Design Professional shall be responsible to City for acts, errors, or omissions of Design Professional's subcontractors.

Design Professional shall prepare plans, specifications, reports, and/or other work products in such a way that amendments or change orders to the agreement between City and its construction contractor will not be necessary, except for unforeseeable circumstances. As used herein, "unforeseeable circumstances" shall mean facts or inferences from those facts that could not be ascertained by a combination of reasonable site inspection during the preparation of the plans and specifications by Design Professional and the reasonable application to such inspection of expertise consistent with the level of care and skill ordinarily exercised under similar conditions by a members of Design Professional's profession currently practicing in California.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this

Agreement and determining whether the Design Professional is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Design Professional of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Design Professional.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause, or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Design Professional is unable to meet the completion date or schedule of services, Design Professional shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Design Professional agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Design Professional pursuant to this Agreement shall be the full and complete compensation to which Design Professional and Design Professional's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Design Professional nor Design Professional's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Design Professional. The City shall not be required to pay any workers' compensation insurance on behalf of Design Professional.

Design Professional shall pay, when and as due, any and all taxes incurred as a result of Design Professional's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

Design Professional shall comply with all provisions of California laws dealing with prevailing wages, apprentices, and hours of work. Design Professional shall also comply with provisions of Labor Code section 1720 as applicable. A copy of the

comply with provisions of Labor Code section 1720 as applicable. A copy of the prevailing wage rates is available for review upon request by Design Professional to the City Representative. This provision applies only to the following portions of the scope of work:

15. Design Professional Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Design Professional shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Design Professional shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term.
The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect until terminated by CITY pursuant to Paragraph 17 of this Agreement.

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year, by written notice to Design Professional. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed Three years.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Design Professional agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Design Professional. Upon receipt of a notice of termination, Design Professional shall perform no further work except as specified in the notice. Before the date of termination, Design Professional shall deliver to City all City records and documents, all work products, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Design Professional for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Design Professional for the

fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Design Professional resulting from services rendered pursuant to this Agreement, shall become the property of City. Design Professional agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Design Professional makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Design Professional in the performance of Design Professional's services hereunder.

20. Assignment and Subcontracting. Design Professional shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without City's consent shall be void and of no effect.

If subcontracting of work is permitted, Design Professional shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Design Professional. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Design Professional to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Design Professional's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect

the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Design Professional shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin or ancestry.
Design Professional warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Design Professional for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Design Professional of Design Professional's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Design Professional shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Design Professional agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. 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:
David Kleinschmidt
Public Works Director
Public Works Department
555 Santa Clara Street
Vallejo, CA 94590

If to Design Professional:
Mr. Eli Aramouni
Principal Area Manager

Parsons Brinckerhoff
2150 River Plaza Drive,
Suite # 400
Sacramento, CA 95833

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California, without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation

of this Agreement.

31. Compliance with Laws. Design Professional will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Design Professional may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Design Professional agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Design Professional's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Design Professional shall treat all records and work product prepared or maintained by Design Professional in the performance of this Agreement as confidential.

A violation by Design Professional of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Design Professional's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Design Professional agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be

binding upon the receipt of facsimile signatures or emailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Design Professional hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Design Professional.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments
Exhibit B, entitled "Compensation," including any attachments
Exhibit C, entitled "Insurance Requirements," including attachments

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT DESIGN PROFESSIONAL NAME]
[INSERT TYPE OF ENTITY]

By: _____
Eli Aramouni
Principal Area Manager

CITY OF VALLEJO
a municipal corporation

By: _____
~~David A. Kleinschmidt~~
Interim Public Works Director

ATTEST:

By: _____
Dawn G. Abrahamson
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

_____
Allan Panganiban
Acting City Engineer

APPROVED AS TO FORM AND INSURANCE:

_____
~~Claudia~~ Quintana
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

David Kleinschmidt
Public Works Director
Public Works Department
555 Santa Clara Street
Vallejo, CA 94590
707 648 4301 Fax 707 648 4691

The Design Professional's Representative for this Agreement is:

Mr. Ali Seyedmadani
Parsons Brinckerhoff
2150 River Plaza Drive,
Suite # 400
Sacramento, CA 95833
916 567 2510

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Design Professional Representative and City's Representative.

2. Services to be Provided

The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. Design Professional's Reports and/or Meetings

A. The Design Professional shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Manager to determine, if the Design Professional is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. The Design Professional's Project Manager shall meet with the City's Contract Manager, as needed, to discuss progress on the contract.

4. Time for Performance.

A. Design Professional will perform the services according to the schedule contained in Attachment 2 of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Design Professional shall not proceed from one phase or increment to the next without written authorization from the City's Representative.

5. Key Personnel.

All of the individuals identified on Fee proposal form necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

SCOPE OF SERVICES-PHASE I (UP TO 35% DESIGN)

This scope of services was prepared based upon the Services Requested for Design in the Notice of Invitation to Propose for the Mare Island Causeway – Preventive Maintenance Project to minimize design costs. The following base-line assumptions were made in the preparation of the scope and fee, in addition to any further assumptions as noted under individual task items:

Assumptions:

- Project is to prepare PS&E Bid Documents for those items covered in the Services Request for Design for items with work recommendations per the March 23, 2016 Caltrans Routine Bridge Inspection Report-Final Design will be Phase II, Phase I is preliminary design, up to 35%.
- Right-of-Way survey to be provided by the City
- Additional optional services can be added to the contract at the request of the City including the following:
    - Movable bridge component repair work including mechanical and electrical component inspection and design
    - Topographic survey of the project area

1. Project Management

WSP | Parsons Brinckerhoff will maintain frequent contact with the City, stakeholders, and task leaders to keep the lines of communication open. WSP | Parsons Brinckerhoff will conduct monthly Project Development Team (PDT) meetings and will prepare monthly progress reports and invoices. Progress reports will include work performed by consultant and sub-consultants, action items, deliverable status, issue matrix and anticipated work.

1. Deliverables:
    - Monthly PDT meetings
    - Monthly progress reports and invoices

Assumptions:

- Project duration from NTP to Caltrans authorization to proceed with Advertisement of 14 months.
- 12 PDT meetings (including kick-off meeting); 4 to be in person; 8 to be teleconference

2. Schedule

WSP | Parsons Brinckerhoff will prepare a critical path method project schedule showing each task, start and end dates and task duration. The project schedule will be updated and provided to the PDT every 3 months.

2. Deliverables:
    - Project Schedule update every 3 months

3. Field Investigations

3.1 Document Review

The WSP | Parsons Brinckerhoff team will review available Mare Island Causeway as-built drawings and previous Caltrans Bridge Inspection Reports to gain an understanding of the bridge construction and its general condition for use in planning an evaluation program. In addition to drawings it is desirable to obtain the following information for review:

- Construction History – Information regarding the time sequence of the fabrication, maintenance repairs and renovations performed on the structure.
- Painting History – Information regarding dates and scope of maintenance painting, types of surface preparation performed and coating systems applied.
- Miscellaneous Background – Other pertinent data or information relating to coating system performance and/or operation or maintenance issues of concern.

3.2 Field Investigation

The WSP | Parsons Brinckerhoff team will perform a detailed condition survey of the Mare Island Causeway to verify conditions found within the Caltrans Bridge Inspection Reports. This will be done through the following activities by KTA, WJE and SCA Environmental.

WJE will perform the following field investigations:

- Visual condition survey of concrete components noted in the Work Recommendations section of the latest Caltrans Bridge Inspection Report. The purpose of the survey is to verify the reported conditions and establish the location, repair type, and quantity of the reported conditions. The survey of the above-deck components will primarily be an acoustic survey (sounding with a hammer). In order to survey the traffic deck and the north side rails the traffic lanes will need to be closed with traffic control for a minimum of 2 days, to be safe WJE recommends allowing for 3 days. WJE understands that all of the pedestrian precast panels will be replaced so WJE will not survey these items. The survey of the below-deck areas will primarily be visual, and be performed from a small boat. The height of the bridge above the water line and presence of the steel girders will make direct access to the deck soffit infeasible. The lower portions of the typical bent caps may be accessible from the survey boat depending on the tide level, and where accessible the concrete will be surveyed acoustically. The top of the bent caps will not be accessible for either a visual or acoustic survey. There are roughly five low bent caps on the east end of the bridge which will be surveyed visually and acoustically. The majority of the piles have been jacketed with what is presumed to be fiberglass encased concrete. The casing prevents direct observation of the concrete. Where the upper portions of the piles are visible the survey will be visual. The location and nature of all noted deterioration will be recorded on elevation drawings for future incorporation into a set of repair plans. WJE's scope does not include traffic control, underwater surveys, evaluation of existing anodes or CAD drawings for use to record survey conditions.

KTA will perform the following field investigations:

3. Deliverables:
   - Existing Condition Report
   - Final Scope Determination

- Visual Examination – The coating system will be examined to determine the percentage of visible coating deterioration/corrosion in general accordance with SSPC-VIS 2, "Standard Method for Evaluating the Degree of Rusting on Painted Steel Surfaces." Other objectionable coating characteristics observed (e.g., cracking, blistering, peeling) will also be identified.
- Surface Area Take-Offs – If drawings are not available or are not adequate for determining quantities, surface area will be estimated in the field. If the drawings are adequate, confirmatory spot checks of surface area will be made.
- Dry Film Thickness – The total dry film thickness of the existing coating system will be measured in representative (random, accessible) areas using a non-destructive magnetic dry film thickness gage. Calibration of the instrument is traceable to National Institute of Standards and Technology (NIST) calibration plates. Destructive tests using a Tooke Gage will be made at random locations to determine the number and thickness of each coat of existing paint. Repair of the coatings damaged during destructive testing (roughly the size of a pencil line 1" in length) will not be performed under this scope of services.
- Adhesion – Coating adhesion will be assessed in general accordance with ASTM D3359, "Measuring Adhesion by Tape Test," and/or ASTM D 6677, "Standard Test Method for Evaluating Adhesion by Knife." These methods involve scribing the coating with a knife and evaluating the adhesion in accordance with an ASTM rating scale. The location of the forced separation within the system is also reported. Since adhesion testing is destructive, only a limited number of tests will be performed as deemed necessary by the KTA Professional to ascertain the representative adhesive properties of the existing coating systems. Repair of the coatings damaged during destructive testing (roughly 1 square inch in area at each site) will not be performed under this scope of services.
- Surface Preparation Examination – The substrate beneath the coating is examined in order to determine or verify the type of surface preparation previously performed, and to identify potential concerns (e.g., intact or flaking mill scale, or under-film corrosion). Substrate examination is destructive to the coating in the test area and will typically be performed in the same locations of adhesion testing in order to limit the damage. Repair of the coatings damaged during destructive testing will not be performed under this scope of services.
- Sample Procurement – Coating samples will be removed from representative areas of the structure for laboratory evaluation of toxic metals and generic coating type. The number of sample locations will be dependent upon background information on painting history and observed field conditions. If the structure has potentially been exposed to soluble salt contamination, the KTA Professional may conduct field soluble salt testing and/or collect a limited number of random samples of corrosion product or rust scale for a laboratory analysis of the concentration of soluble salts that may be present. Because sample procurement damages the existing coating systems, samples are typically obtained from the same locations used for adhesion testing and substrate examination, but may destroy another 1 to 3 square inches of the coating. Repair of the coatings damaged during destructive testing will not be performed under this scope of services.
- Miscellaneous Other Field Tests – Other field tests may be performed by the KTA Professional as deemed necessary to provide an adequate assessment of the condition of the coatings.

SCA Environmental will conduct bulk asbestos, lead-based paint and hazardous materials sampling for the Mare Island Causeway. Representation lead-based paint sampling will be conducted in-situ utilizing a Niton X-Ray Fluorescence Analyzer.

Assumptions:

- Underwater inspection will not be required and can be added as separate task item. Only a small boat may be used for below soffit inspection.

3.3 Laboratory Analysis

The WSP | Parsons Brinckerhoff team will perform laboratory testing to investigate the presence of hazardous materials, determine concrete strengths, determine previous coating types and other various tests. Laboratory testing will be performed by KTA, WJE and SCA Environmental and will include the following tests:

WJE will perform the following tests:

- Petrographic Evaluation: 6 cores total – 2 cores each from the deck, bent cap and original pile. The petrographic evaluation will provide information regarding the mix design, the depth of carbonation and if any common deleterious materials or conditions are present in the concrete that could affect the selection of repair materials or be an underlying cause of accelerated corrosion.
- Chloride testing: 6 cores total – 2 cores each from the deck, bent cap and original pile. The testing will be done on the same cores removed for the petrographic evaluation. Each core will be tested at 3 depths to level of reinforcing steel. Concrete structures in marine environments are susceptible to contamination from chlorides. Chlorides that migrate to the level of the reinforcing steel will promote accelerated corrosion, and identifying the depth to which chlorides have penetrated into the concrete will be an important consideration when developing repair strategies.
- Half-cell testing: perform half-cell testing at representative areas of the bridge deck and where possible the bent caps. Half-cell testing provides valuable information regarding the corrosion activity by measurement of the potential difference between an electrically continuous grid work of steel reinforcing and a reference electrode which is placed at various locations on the surface of the concrete. The information provides insight as to how active the corrosion may be at various locations on the structure.

KTA will conduct analysis on the collected samples to determine the generic coating types, toxic metal content (i.e., lead, cadmium, and chromium) of the existing coating systems, and level of soluble salt contamination (if applicable). Should chromium be identified in sufficient quantity, KTA may recommend further analysis for hexavalent chromium by sub-consultant Schneider Laboratories Global, Inc. This information is used in determining appropriate methods of surface preparation and in selecting compatible over-coating systems (if appropriate), and to determine environmental and worker protection requirements during any maintenance activities that disturb the coating (painting or otherwise).

SCA Environmental will analyze bulk asbestos samples, including concrete, asphalt, expansion joint, paints and transite shims for asbestos by polarized light microscopy.

Polychlorinated biphenyl analyses will be conducted for asphalt materials, caulking and expansion joint materials, as warranted.

3.4 Existing Condition Report

The WSP | Parsons Brinckerhoff team will prepare an evaluation report summarizing the findings from tasks 3.1, 3.2 and 3.3. The report will summarize the tests performed, the findings, discuss evaluation of the conditions and make recommendations for repair options and strategies for mitigating future deterioration. The report will include survey drawings showing the location and nature of the noted deterioration. Because much of the survey will be limited to visual observation from a distance, WJE will not have detailed information regarding the quantities of concrete patching. To address this, WJE will recommend factors to extrapolate the known information to obtain reasonable repair quantities. The report will be submitted to the City for consideration and to determine the final scope of the project.

4. Preliminary Engineering

4. Deliverables:
- 35% Plans and Engineers Estimate
- Location Hydraulic Study and Summary Floodplain Encroachment Report
- Traffic Study
- Hazardous Waste Tech. memo
- Equipment Staging Technical Memo

4.1 35% P&E

The WSP | Parsons Brinckerhoff team will prepare the preliminary design of the needed repairs and submit a 35% P&E package to the City for review and approval. The preliminary plans will show all major features of the project and will be used as figures in the preparation of the project environmental clearance documents. Work is expected to include, but not be limited to the following:

4.1.1 Structural Analysis for Painting:
WSP | Parsons Brinckerhoff will determine the allowable loads on the lift span. The study will consider the effects of construction staging on the lift span for painting while the lift span is in the lock position at open higher elevation.

4.1.2 Bridge Painting:
KTA will prepare details of under and finish coat including number of coats and a procedure for painting of lifting span, handrails, and Mare Island logo as per Caltrans bridge painting standards

4.1.3 Deck Surfacing:
WSP | Parsons Brinckerhoff will prepare details of methacrylate coating to the entire causeway deck surface.

4.1.4 Design for Concrete Repairs:
WSP | Parsons Brinckerhoff will design repairs for the supporting bridge piles at two bent locations. WSP | Parsons Brinckerhoff will also design sidewalk rehabilitation for existing precast panels, including ADA ramps. Remedies for concrete spalls and cracks in the bridge soffit, bents, handrail posts, light posts, joint diaphragms, and other places mentioned in the report will also be designed by WSP | Parsons Brinckerhoff. All design work shall be in accordance with Caltrans design standards.

4.1.5 Bridge Lighting:
WSP | Parsons Brinckerhoff will design bridge deck lighting including electrical design. A qualified licensed electrical engineer shall perform all electrical design.

4.1.6 Anode Replacement:
WSP | Parsons Brinckerhoff will prepare details and a procedure for replacement of the existing underwater anodes at Piers 26 & 27 using existing Caltrans anode connection details.

4.1.7 Fender System:
WSP | Parsons Brinckerhoff will provide details needed to replace the deteriorated and damaged fender board system. The design shall be in accordance with Caltrans design standards.

4.1.8 Stage Construction Analysis:

The WSP | Parsons Brinckerhoff team will analyze alternative construction strategies for the proposed bridge painting and repairs. Staged construction, lifting span locking positions for painting, and number of shifts will be analyzed with respect to temporary bridge closures, and detours traffic patterns to evaluate feasible alternatives for the means and methods of constructing the proposed improvements.

4.2 Hazardous Waste Technical Memo:

SCA Environmental' s trained staff of Cal/OSHA Certified Asbestos Consultants and CDPH Certified Lead Inspectors/Assessors will conduct bulk asbestos, lead-based paint and hazardous materials sampling for the subject property. Bulk asbestos samples, including concrete, asphalt, expansion joint, paints and transite shims will be analyzed for asbestos by polarized light microscopy by SCA's contract NVLAP-accredited laboratory. Representation lead-based paint sampling will be conducted in-situ utilizing a Niton X-Ray Fluorescence Analyzer (XRF), read lead content in mg/cm2. Polychlorinated biphenyl (PCB) analyses will be conducted for asphalt materials, caulking and expansion joint materials, as warranted. Final survey report and specifications will be prepared by SCA's Certified Industrial Hygienist.

4.3 Traffic Engineering:

WSP | Parsons Brinckerhoff will coordinate with TJKM Transportation Consultants to update the model analysis from TJKM's previous study of the Mare Island Causeway in 2012 with new traffic numbers and provide an updated traffic report. WSP | Parsons Brinckerhoff will then analyze the impacts resulting from the partial or full closure of Mare Island Causeway during construction. WSP | Parsons Brinckerhoff will examine strategies at reducing traffic congestion along the proposed detour route during partial or full closures of the Mare Island Causeway.

WSP | Parsons Brinckerhoff will develop Traffic Handling plans and detour routes for any required full and/or partial bridge closure. The Traffic Handling Plans shall clearly indicate the lane closure and required signage to safely move the traffic around any bridge closure and any proposed detour route. Design of permanent striping, pavement, and signing plans shall be per the current California MUTCD

Assumptions:

- The City will provide peak hour turning movement volumes at the study intersections during the a.m. and p.m. peak periods. Turning movement volumes will include vehicular, pedestrian and bicycle counts.
- The City will provide bi-directional classification counts along the study roadway segments for a seven day period.
- Temporary traffic signal design is not included
- The City will provide aerial survey/photo that is suitable for use as background image for the Traffic Handling Plans.

4.4 Equipment Staging Technical Memorandum:

WSP | Parsons Brinckerhoff if required will prepare an equipment staging technical memo that documents the location of equipment staging during the project. Staging areas will

include existing paved areas. The memo will identify the location of construction staging as it relates to the Mare Island Historic District area and any associated BMPs.

4.5 Location Hydraulic Study:

4.5.1 Obtain and Review Project Documentation, Field Review Bridge Reach

Avila and Associates will obtain relevant project information including but not limited to the following:

- Caltrans and City of Vallejo information on the existing bridge such as supplemental bridge maintenance reports.
- Historic hydraulic reports for bridge analysis from the City of Vallejo (if available).
- City of Vallejo floodplain mapping.

Avila and Associates will field review of the proposed bridge reach with the consultant team and the City of Vallejo.

Assumptions:

- Reports are public information and readily available
- Access to the bridge is readily available
- Bridge maintenance records are readily available for use by Avila and Associates.

4.5.2 Location Hydraulic Study

The WSP | Parsons Brinckerhoff team will complete a Location Hydraulic Study (Floodplain Evaluation Report) in accordance with 23 CFR 650.113. This report is generally included in the environmental document for the bridge.

Assumptions:

- Avila and Associates will complete items 3, 4, 5, 7 and 9 of the Floodplain Evaluation Report.
- It is assumed that the proposed project will cause no change to the water surface elevation and no hydraulic analysis will be required.
- No Conditional Letter of Map Revision (CLOMR) will be required; if a CLOMR is required, a separate task order will be necessary.

5. Environmental Studies and Reports

5.1 Air Quality Interagency Coordination:

The San Francisco Bay Area is designated as nonattainment for the 24-hour PM2.5 standard. Sycamore Environmental will prepare the Project Assessment Form for PM2.5 Interagency Consultation as applicable and coordinate with the MTC Air Quality Conformity Task Force.

5.2 Water Quality Technical Memo:

As part of the project, Avila and Associates will prepare a Water Quality Technical Memorandum (WQTM) for the Mare Island Causeway Preventative Maintenance Project to fulfill the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), and provide information, to the extent possible, for the National Pollution Discharge Elimination System (NPDES) permitting requirements as set forth by Caltrans.

This report will include a discussion of the proposed project, the physical setting of the project area, and the regulatory framework with respect to water quality. It also will provide data on surface water and groundwater resources within the project area and the water quality health. The report will also include a description of the water quality impairments and beneficial uses, identifies potential water quality impacts/benefits associated with the proposed project, and recommends avoidance and/or minimization measures for potentially adverse impacts. The information contained in the WQTM will also be used to prepare the Storm Water Data Report, if required.

Assumptions:

- Conservative assumptions on infiltration rates will be made

5.3 Biological Resources No Effect Memo:

Sycamore Environmental will prepare biological resources memo to document the Project does not have the potential to affect natural resources, including but not limited to state of federal listed species, designated critical habitat, state or federally recognized sensitive habitats, or potential waters of the U.S.

5.4 Historical Cultural Resources – APE, HPSR, FONAE and Action Plan:

Mead & Hunt will conduct a field investigation and prepare the Historic Property Survey Report (HPSR) with a Finding of No Adverse Effect (FONAE). An updated California Department Parks and Recreation 523 Inventory Form for the entire span of Bridge No. 23C0248 will be prepared. Mead & Hunt will prepare a Secretary of the Interior's Standards for the Treatment of Historic Properties Action Plan (appended to the HPSR) per Caltrans guidance. Mead & Hunt expect to work with the City and engineering design team to review design plans to confirm that project activities conform to the Secretary of the Interior's Standards for Rehabilitation for a finding of No Adverse Effect (pursuant to Section 106 PA Stipulation X.B.1.b. and Attachment 5, *Findings of No Adverse Effect with Standard Conditions*). An HRER and Section 4(f) are optional tasks.

5. Deliverables:
- MTC 2.5 Air Quality Interagency Coordination
- Water Quality Technical Memo
- Biological Resources No Effect Memo
- Historic Property Survey Report, Treatment of Historic Properties Action Plan, Finding of No Adverse Effect with Standard Conditions
- Initial Study Checklist with associated impacts and mitigation measures
- Notice of Intent to Adopt a Mitigated Negative Declaration
- Mitigation Monitoring Plan
- Responses and comments for Staff Report
- Certificate of Appropriateness
- Natural Environment Study – Minimal Impacts
- Biological Assessment and FESA Consultation

5.5 NEPA/CEQA Documentation and Certificate of Appropriateness:

Caltrans prepares the NEPA document, which is expected to be a NEPA Categorical Exclusion. Sycamore Environmental will coordinate with Caltrans for NEPA CE documentation, including wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable.

The technical studies and agency coordination that satisfy NEPA also support CEQA. S This task includes the printing, circulating and mailing the CEQA document. The City prepares the Staff Report and agenda the ISMND. This task assumes no in-water work. If in-water work is needed, additional funds may be necessary to complete this task (included as optional).

Draft Environmental Document: Sycamore Environmental will prepare an administrative CEQA draft ISMND. The document will summarize the results of environmental technical studies, document the project Purpose and Need, the alternatives development and screening process, and summarize the public outreach process conducted as part of environmental compliance.

Circulate Draft Environmental Document and Select Preferred Project Alternative: Sycamore Environmental will circulate the Draft IS for public comment. Sycamore Environmental will prepare and publish the "Notice of Intent to Adopt." Responses will be prepared if any comments are received during the circulation.

Prepare and Approve Final Environmental Document: Sycamore Environmental will prepare the "Notice of Determination" and Mitigation Monitoring Plan. The City files the NOD with the County Clerk.

Sycamore Environmental will prepare a Certificate of Appropriateness in accordance with the guidance provided in the City of Vallejo, Planning Division, Planning Handout No. PH-9. The Certificate of Appropriateness will be prepared as using the form provided in PH-7. The City Planning Manager of Architectural Heritage and Landmarks Commission approves the Certificate of Appropriateness.

5.6 Natural Environment Study – Minimal Impacts:

Sycamore Environmental will prepare the Natural Environment Study – Minimal Impacts (NES-MI) based on the results of the field survey. An NES-MI is similar to an NES, but is more appropriate for projects of limited scope and impact to listed species. The NES-MI incorporates the results of biological studies and coordination with the resource agencies. The NES-MI describes the existing biological environment and how the project affects that environment and provides the technical concerning plants, animals and natural communities occurring in the project study area. The NES-MI will be prepared in the current Caltrans format.

5.7 (Optional Task) Wetlands Study:

Sycamore Environmental will conduct a Wetlands Study of the project study area. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual and other current regional guidance. The Jurisdictional Delineation Report will be prepared in accordance with the San Francisco District minimum standards. This is a stand-alone technical report which is included concurrently with the NES-MI. The Wetlands Study will

Optional Deliverables:

- *Wetlands Study (Optional)*
- *Architectural APE, Historic Resources Evaluation report (HRER) (Optional)*
- *Section 4(f) Evaluation (Optional)*

be submitted to the Corps requesting a preliminary jurisdictional determination. Sycamore Environmental will attend the field verification with Corps and revise delineation map, if necessary, under the Permit Applications task.

5.8 Biological Assessment and FESA Consultation:

The document used for Federal Endangered Species Act (FESA) consultation is a Biological Assessment (BA), focused solely on federal listed and proposed species and critical habitat. Sycamore Environmental will prepare the BA in the current Caltrans format (revised 26 June 2016). The BAs will focus on California red-legged frog. A formal Endangered Species Act consultation could take four to twelve months. Informal consultation could conclude in one or two months

5.9 (Optional Task) HRER:

Mead & Hunt will prepare a Historic Resources Evaluation Report (HRER) following Caltrans' guidelines set forth in the Standard Environmental Reference (SER), Volume 2, Cultural Resources Procedures and the procedures set forth in the 2014 First Amended Programmatic Agreement. The HRER will address up to one built environment resource (the Mare Island Causeway Bridge) in the APE.

5.10 (Optional Task) Section 4(f) Evaluation:

Sycamore Environmental will coordinate with Caltrans to determine if the project is subject to Section 4(f). If the five temporary occupancy conditions listed in 23 CFR-Part 774(13)(d)(1-5) are met, the requirements of Section 4(f) would be satisfied. If the proposed project does not satisfy the temporary occupancy conditions Caltrans may determine that the project will have a *de minimis* impact on the Section 4(f) property. Section 4(f) lands include publicly-owned public parks, recreational areas, or wildlife or waterfowl refuges. Historic and/or archaeological sites on or eligible for the National Register of Historic Places are considered Section 4(f) properties. The HPSR will identify whether historic or archaeological Section 4(f) properties occur within the project limits. In the event historic properties are identified and the project results in a no adverse effect with standard conditions, Sycamore Environmental will prepare a *De Minimis* Section 4(f) analysis for up to one individual historic property.

EXHIBIT A ATTACHMENT 2

MILESTONE SCHEDULE

MARE ISLAND BPMP	
Milestone Schedule	Date
Contract Award	1/17//2017
Kick-off Meeting	1/23/2017
Engineering Studies	
Data Collection and Reports	2/2017
Initial Stakeholder Outreach	2/2017
Field Review and Repair Survey	3/2017
Develop Repair and Painting Strategy	5/2017
Environmental Process	
Coordinate with Caltrans & USCG	2/2017
Coordinate with BCDC	4/2017
Caltrans Review and Approval of APE Map Complete	3/2017
Technical Studies	
Technical Reports Complete	8/2017
Traffic Analysis Report	4/2017
City and Caltrans Review of Technical Reports complete	9/2017
Revise and Resubmit (as needed)	10/2017
Caltrans Approval	11/2017
Stakeholder/ Community Outreach	11/2017
Environmental Document	
Prepare Administration Draft IS/MND	12/2017
City review Admin Draft and approve Draft for Circulation	1/2018
Circulate Draft Environmental Document	
Circulation of IS/MND Public Comment Period	2/2018
Finalize IS/MND	3/2018
City Approval	4/2018
Caltrans NEPA CE	5/2018
35% Plans	3/2018
Final Design, Permitting, Utility and ROW Certification	TBD
Final PS&E Complete	
Stakeholder/Community Outreach	
Complete Permitting Process (BCDC, USCG,401,404, 1602)	
Utility and ROW Certification	
Caltrans Authorization to proceed with Advertisement	

EXHIBIT B

COMPENSATION

1. Design Professional's Compensation.

A. Services: City agrees to pay Design Professional, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed Three Hundred Ninety Four Thousand Two Hundred Thirty Five Dollar, $394,235.00.

Design Professional shall notify City in writing no later than thirty (30) days prior to the estimated date when Design Professional will have billed City the maximum payment amount permitted under this Agreement, and Design Professional shall provide City with an estimate of the additional compensation required to complete the project.

B. Additional Services:

1. Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services. Design Professional's compensation and billable hourly rates shall be as listed in Attachment 1 of Exhibit B, attached hereto and incorporated herein by this reference.

3. Design Professional's Reimbursable Expenses. Reimbursable Expenses shall be limited to actual reasonable expenditures of Design Professional for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Design Professional.

A. Payments to Design Professional shall be made within a reasonable time after receipt of Design Professional's invoice, said payments to be made in proportion to services performed. Design Professional may request payment on a monthly basis. Design Professional shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Design Professional shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Design Professional for correction. City shall not be responsible for delays in payment to Design Professional resulting from Design Professional's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

David Kleinschmidt
Public Works Director
Public Works Department
555 Santa Clara Street
Vallejo CA 94590

5. Accounting Records of Design Professional. Design Professional shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Design Professional's direct salary costs for all Services and Additional Services performed under this Agreement and records of Design Professional's Reimbursable Expenses, in accordance with generally accepted accounting practices. Design Professional shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Design Professional under this section shall survive this Agreement.

6. **Taxes.** Design Professional shall pay, when and as due, any and all taxes incurred as a result of Design Professional's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. **Taxpayer Identification Number.** Design Professional shall provide City with Design Professional's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT B ATTACHMENT 1

COST PROPOSAL BY TASK

Mare Island Causeway Preventive Maintenance Project

Task No.	Task Description	PB Staff Hours																					
		Principal Area Mgr PIC	Project Manager	Sr Technical Mgr	Project Engineer/ Civil Lead	Oversight & QC for Traffic Analysis	Technical Lead for Traffic Analysis	Synchro Analysis	Lead Engineer - Specifications	Sr Supv Engineer Structure Lead	Lead Engineer Structures	Engineer III	PBCS-Mgr Constructability	Sr Engineering Mgr	Sr Supv Engineer Structure Movable Lead	Sr Supv Engineer	Engineer III/Bridge Engineer	Sr CADD Operator III	Contract Administrator III	Supv Project Accountant	Total PB Hours	Direct Costs	Total PB Cost
		$ 343	$ 330	$ 415	$ 224	$ 269	$ 183	$ 122	$ 165	$ 221	$ 170	$ 103	$ 276	$ 323	$ 188	$ 231	$ 130	$ 134	$ 109	$ 140			
Phase I-Preliminary Engineering and Environmental Documentation																							
1	**Project Management**	0	12	0.5	0	0	0	0	0	12	0	0	8	6	4	0	34	0	12	48	136.5	$ 1,600	$ 25,793
1.1	Communications and Coordination			0.5						4				2	4		4				14.5		$ 4,613
1.2	PDT Meetings (Total of 24 assumed); 16 mtg via teleconference		6							6							12				24	$ 1,600	$ 4,870
1.3	Project Aministration		2							2							14		12	48	78		$ 10,971
1.4	Quality Control		4										8	4			4				20		$ 5,339
2	**Schedule**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	16	$ -	$ 2,078
2.1	Project Schedule																16				16	$ -	$ 2,078
3	**Field Investigations**	0	0	0	0	0	0	0	0	26	26	0	0	2	56	0	56	0	0	0	166	$ 7,440	$ 36,074
3.1	Document Review									2	2			2	8		4				18		$ 10,895
3.2	Field Investigation									12	12				24		32				80	$ 7,440	$ 13,369
3.3	Laboratory Analysis																				0		$ -
3.4	Existing Condition Report									12	12				24		20				68		$ 11,810
4	**Preliminary Engineering**	0	8	0	0	20	100	88	0	22	32	0	0	8	80	0	51	80	0	0	489	$ 9,000	$ 91,333
4.1	35% P&E and Painting strategy		8							10	12			8	80		40	80			238		$ 40,828
4.2	Hazardous Waste Technical Memo																				0		$ -
4.3	Traffic Analysis					20	100	88													208	$ 9,000	$ 43,027
4.4	Equipment Staging Technical Memo									10	20						3				33		$ 5,996
4.5	Location Hydraulic Study									2							8				10		$ 1,482
5	**Environmental Studies and Reports**	0	0	0	0	0	0	0	0	14	0	0	0	0	0	0	47	0	0	0	61	$ 250	$ 9,456
5.1	Air Quality Interagency Coordination																5				5		$ 900
5.2	Water Quality Technical Memo																8				8		$ 1,039
5.3	Biological Resources No Effect Memo									4							8				12		$ 1,925
5.4	Historical Cultural Resources - APE, HPSR, FONAE and Action Plan									1							16				17	$ 250	$ 2,300
5.5	NEPA/CEQA Documentation and Certificate of Appropriateness									1							2				3		$ 481
5.6	Natural Environment Study - Minimal Impacts									4							4				8		$ 1,406
5.8	Biological Assessment and FESA Consultation									4							4				8		$ 1,406
Phase I Totals		-	20	1	-	20	100	88	-	74	58	-	8	16	140	-	204	80	12	48	869	$ 18,290	$ 164,734

COST PROPOSAL BY TASK

Mare Island Causeway Preventive Maintenance Project

Task No.	Task Description	Subconsultants																		Total Hours	Other Direct Cost	Total Cost
		Avila & Associates (DBE)			AIM Consulting (DBE)			ICA			Mead & Hunt			Sycamore Environmental			WRE					
		Hours	Direct Costs	Total Costs	Hours	Direct Costs	Total Costs	Hours	Direct Costs	Total Costs	Hours	Direct Costs	Total Costs	Hours	Direct Costs	Total Costs	Hours	Direct Costs	Total Costs			
Phase I-Preliminary Engineering and Environmental Documentation																						
1	Project Management	8	$ -	$ 1,279	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	52	$ 303	$ 8,154	0	$ -	$ -	197	$ 1,903	$ 35,226
1.1	Communications and Coordination	8		$ 1,279																		
1.2	PDT Meetings (Total of 24 assumed); 16 mtg via teleconference													52	$ 303	$ 8,154						
1.3	Project Aministration																					
1.4	Quality Control																					
2	Schedule	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	16	$ -	$ 2,078
2.1	Project Schedule																					
3	Field Investigations	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	440	$ 19,033	$ 98,683	606	$ 26,473	$ 134,757
3.1	Document Review																48	$ 73	$ 9,843			
3.2	Field Investigation																218	$ 2,453	$ 41,023			
3.3	Laboratory Analysis																50	$ 16,507	$ 26,607			
3.4	Existing Condition Report																124	$ -	$ 21,210			
4	Preliminary Engineering	30	$ 300	$ 5,037	0	$ -	$ -	236	$ 6,450	$ 39,784	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -	755	$ 15,750	$ 136,154
4.1	35% P&E and Painting strategy							236	$ 6,450	$ 39,784												
4.2	Hazardous Waste Technical Memo																					
4.3	Traffic Analysis																					
4.4	Equipment Staging Technical Memo																					
4.5	Location Hydraulic Study	30	$ 300	$ 5,037																		
5	Environmental Studies and Reports	94	$ -	$ 11,628	0	$ -	$ -	0	$ -	$ -	158	$ 697	$ 16,352	417	$ 667	$ 48,584	0	$ -	$ -	730	$ 1,614	$ 86,020
5.1	Air Quality Interagency Coordination													11	$ -	$ 1,471						
5.2	Water Quality Technical Memo	94		$ 11,628																		
5.3	Biological Resources No Effect Memo													38	$ 76	$ 4,043						
5.4	Historical Cultural Resources - APE, HPSR, FONAE and Action Plan										158	$ 697	$ 16,352	12		$ 1,638						
5.5	NEPA/CEQA Documentation and Certificate of Appropriateness													109	$ 516	$ 15,228						
5.6	Natural Environment Study - Minimal Impacts													103	$ 76	$ 10,724						
5.8	Biological Assessment and FESA Consultation													144	$ -	$ 15,480						
Phase I Totals		132	$ 300	$ 17,944	0	$ -	$ -	236	$ 6,450	$ 39,784	158	$ 697	$ 16,352	469	$ 970	$ 56,738	440	$ 19,033	$ 98,683	2,304	$ 45,740	$ 394,235

EXHIBIT C

INSURANCE REQUIREMENTS

Design Professional shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

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

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. **Minimum Limits of Insurance.** Design Professional shall maintain limits no less than:

A. General Liability: $1,000,000.00 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, coverage shall be twice the per occurrence amount.

B. Automobile Liability: $1,000,000.00 per accident for bodily injury and property damage.

C. Workers' Compensation and Employer's Liability: $1,000,000.00 per accident for bodily injury or disease. If Borrower is not subject to California Workers' Compensation requirements, Borrower shall file a completed certificate of exemption form which may be obtained from the City of Vallejo prior to commencing any activity authorized hereunder.

D. Professional Liability, (Errors and Omission): $1,000,000.00 coverage continuing for 3 years after completion of services rendered.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention greater than $10,000 must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. 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 by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. **Verification of Coverage.** Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City Attorney:

City of Vallejo
Attn: City Attorney
555 Santa Clara Street
Vallejo, CA 94590

7. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. **Payment Withhold.** City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

PARSBRI-01 SSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JLT Service Team
JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	PHONE (A/C, No, Ext): (713) 325-7615 FAX (A/C, No): (713) 789-0415 E-MAIL ADDRESS: wsppbcertrequest@jltus.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Parsons Brinckerhoff, Inc.
4139 Oregon Pike
Ephrata, PA 17522

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	X	X	GLO9835819-03	04/01/2016	04/01/2017	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	5,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	AS7-621-094060-036	11/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WA7-62D-094060-016	11/01/2016	04/01/2017	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	2,000,000
							E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION

187302A; Mare Island Causeway Preventive Maintenance Project
Subject always to policy terms, conditions and exclusions, The City of Vallejo, its officers, officials, employees, agents and volunteers are named as Additional Insured (excluding Workers' Compensation and Employers' Liability) but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract. Subject always to policy terms, conditions and exclusions, Waiver of Subrogation is granted in favor of City, its officers, officials, employees, agents and volunteers but only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract. The policies
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Vallejo
Public Works Department
555 Santa Clara Street
Vallejo, CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PARSBRI-01 SSMITH

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
JLT Specialty Insurance Services Inc.	Parsons Brinckerhoff, Inc. 4139 Oregon Pike Ephrata, PA 17522
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
certified hereon are primary and non-contributory only to the extent of risks and liabilities assumed by the Named Insured in a signed written contract and subject always to policy terms, conditions and exclusions.

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PARSBRI-01 SSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JLT Service Team	
JLT Specialty Insurance Services Inc. 5847 San Felipe St. Suite 2800 Houston, TX 77057	PHONE (A/C, No, Ext): (713) 325-7615	FAX (A/C, No): (713) 789-0415
	E-MAIL ADDRESS: wsppbcertrequest@jltus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : QBE Specialty Insurance Company	11515
INSURED Parsons Brinckerhoff, Inc. 4139 Oregon Pike Ephrata, PA 17522	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			QPL0022630	11/01/2016	11/01/2017	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION

187302A; Mare Island Causeway Preventive Maintenance Project

CERTIFICATE HOLDER

City of Vallejo
Public Works Department
555 Santa Clara Street
Vallejo, CA 94590

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: AS7-621-094060-036
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
All persons or organizations that are parties to a contract or written agreement that requires you to obtain this agreement, provided you execute the contract or written agreement before the loss
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

EXHIBIT D
CALTRANS REQUIREMENTS
FOR FEDERAL AND STATE CONTRACTS

1. Funding Requirements

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or City governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. The City has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

2. Disadvantaged Business Enterprises (DBE) Participation

A. The City has established a DBE goal of Eleven percent (11%) and Consultant required to submit Exhibits 10-I, 10-01 &10-02.

3. Cost Principles

A. The Design Professional agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The Design Professional also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Design Professional that are determined by subsequent audit to be unallowable under 48 CFR, Federal

Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Design Professional to the City.

4. Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Design Professional, subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, City, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Design Professional that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of $25,000shall contain this provision.

5. Disputes

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City's Contract Manager and (Insert Department Head or Official), who may consider written or verbal information submitted by the Design Professional.

B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the Design Professional may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Design Professional from full and timely performance in accordance with the terms of this contract.

6. Audit Review Procedures

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by

the City's Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, the Design Professional may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the City will excuse the Design Professional from full and timely performance, in accordance with the terms of this contract.

7. Equipment Purchase

A. Prior authorization in writing, by the City's Contract Manager shall be required before the Design Professional enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or Design Professional services. The Design Professional shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the Design Professional's Cost Proposal and exceeding $5,000 prior authorization by the City's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "The Design Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Design Professional may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit the City in an amount equal to the sales price. If the Design Professional elects to keep the equipment, fair market value shall be determined at the Design Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and the Design Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City."

All subcontracts in excess $25,000 shall contain the above provisions.

8. Inspection Of Work

The Design Professional and any subcontractor shall permit the City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

9. Safety

A. The Design Professional shall comply with OSHA regulations applicable to Design Professional regarding necessary safety equipment or procedures. The Design Professional shall comply with safety instructions issued by the City Safety Officer and other City representatives. Design Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. The Design Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Design Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. Design Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

10. Claims Filed By City's Construction Contractor

A. If claims are filed by the City's construction contractor relating to work performed by Design Professional's personnel, and additional information or assistance from the Design Professional's personnel is required in order to evaluate or defend against such claims; Design Professional agrees to make its personnel available for consultation with the City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. Design Professional's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Design Professional's personnel services under this agreement.

C. Services of the Design Professional's personnel in connection with the City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

11. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Design Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Design Professional within the immediately preceding two-year period, because of the Design Professional's failure to comply with an order of a federal court that orders the Design Professional to comply with an order of the National Labor Relations Board.

12. Evaluation Of Design Professional

The Design Professional's performance will be evaluated by the City. A copy of the evaluation will be sent to the Design Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

13. Statement Of Compliance

The Design Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Design Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

14. Debarment And Suspension Certification

A. The Design Professional's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Design Professional has complied with Title 49, Code of Federal Regulations,

Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Design Professional responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

15. State Prevailing Wage Rates

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

B. Any subcontract entered into as a result of this contract if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

16. Conflict of Interest

A. The Design Professional shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Design Professional shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

B. The Design Professional hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. The Design Professional hereby certifies that neither Design Professional, nor any firm affiliated with the Design Professional will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

17. Rebates, Kickbacks Or Other Unlawful Consideration

The Design Professional warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

18. Prohibition Of Expending City State Or Federal Funds For LOBBYING

A. The Design Professional certifies to the best of his or her knowledge and belief that:

1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of the Design Professional to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement;

the Design Professional shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. The Design Professional also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

19. Subcontracting

A. The Design Professional shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

C. Any substitution of subconcontractors must be approved in writing by the City's Contract Manager.

20. Ownership Of Data

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the City; and no further agreement will be necessary to transfer ownership to the City. The Design Professional shall furnish the City all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been

entered into.

C. The Design Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by the Design Professional under this agreement; further, the Design Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by the City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the Design Professional.

D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.

E. The Design Professional is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the City of the machine readable information and data provided by the Design Professional under this agreement; further, the Design Professional is not liable for claims, liabilities or losses arising out of, or connected with, any use by the City of the project documentation on other projects; for additions to this project, or for the completion of this project by others, except only such use as may be authorized, in writing, by the Design Professional.

F. The City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

G. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

21. Confidentiality of Data

A. All financial, statistical, personal, technical, or other data and information relative to the City's operations, which are designated confidential by the City and made available to the Design Professional in order to carry out this contract, shall be protected by the Design Professional from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the City relating to the contract, shall not authorize the Design Professional to further disclose such information, or disseminate the same on any other occasion.

C. The Design Professional shall not comment publicly to the press or any other media regarding the contract or the City's actions on the same, except to the City's staff, Design Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. The Design Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City, and receipt of the City's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by the Design Professional to any entity other than the City.

Contract and Routing Form

Contract Number: ~~16-PW007~~ 16-PW027

Date Originated: Jul 30, 2020

City of VALLEJO California

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Engineering
Staff Contact: Sam Kumar, sam.kumar@cityofvallejo.net
Contract Type: Amendment
Vendor: WSP USA Inc., **Vendor Number:**102913

Contract Not to Exceed Amount: ~~0.00~~ $250,000.00 Fernando Jimenez Digitally signed by Fernando Jimenez DN: cn=Fernando Jimenez, o=City of Vallejo, ou=Public Works - Engineering, email=fernando.jimenez@cityofvallejo.net, c=US Date: 2020.08.27 16:02:26 -07'00'
Contract Start Date: Dec 20, 2019 **End Date:** Dec 30, 2022
Option to Extend: two years
Authority to Contract: City Manager
Other Comments:
Parsons Brinckerhoff, Inc., has changed name to WSP USA Inc.,
This amendment is to increase the term of the original agreement approved by CAO. See attached email form Dylan Brady.

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form
Original Agreement with any Amendments
Insurance
I have uploaded additional files.Yes

DocuSign Envelope ID: 3B3F7AA8-0395-4FED-85E1-63EE5ABA5FEA

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division	DS TD	8/18/2020	
Risk Manager	DS HR	8/25/2020	
Finance Director	DS AF	8/27/2020	
City Attorney's Office	DS DB	8/27/2020	
City Manager's Office	DS	8/27/2020	
City Clerk	DS DGA	8/27/2020	

Return executed contract to: Sam Kumar

DocuSign Envelope ID: 3B3F7AA8-0395-4FED-85E1-63EE5ABA5FEA

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF VALLEJO AND WSP USA INC.

This First Amendment to the Principal Agreement made and entered into on December 20, 2016, hereafter referred to as Agreement, between the WSP USA Inc., a New York Corporation, herein referred to as Consultant, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this July 27, 2020.

Consultant and City do mutually agree as follows:

1. **Amendment to Section 16 Term.** The First sentence of the second paragraph of Section 16 of the Agreement shall be modified to read:

"The term of the agreement shall continue and extend in force and effect until December 30, 2022.

2. **Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

3. **Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, and any prior amendment, if any, the provisions of this First Amendment shall control in all respects.

4. **Ambiguities.** The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.

5. **Counterparts.** This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed into this First Amendment on the day and year shown below the name of each of the parties.

WSP USA Inc.
a New York Corporation

By: _____
John M. Fisher
Vice President, District Manager,
Northern California

DATE: 7/29/2020

CITY OF VALLEJO,
a municipal corporation

By: DocuSigned by: Greg Nyhoff C4FD0DE223924B1...
Greg Nyhoff
City Manager

DATE: 8/27/2020

ATTEST:

By: DocuSigned by: Dawn G. Abrahamson 1489DDA6B95D425...
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

DocuSigned by: Terrance Davis 657AD0D81416407...
Terrance Davis
Public Works Director

(City Seal)

APPROVED AS TO FORM:

DocuSigned by: Dylan Brady DB0709B71084CB...
Randy J. Risner
Interim City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by: Heather Ruiz 6B7E1442E4CB422...
Heather Ruiz
Interim Risk Manager



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Insurance Corporation — 42404 INSURER B : Zurich American Insurance Company — 16535 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 396824000 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		GLO983581907	4/1/2020	4/1/2021	EACH OCCURRENCE	$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		AS7-621-094060-030	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	WA7-62D-094060-010	4/1/2020	4/1/2021	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: 187302A | Project Description: Mare Island Causeway Preventive Maintenance Project

The City of Vallejo, its officers, officials, employees, agents and volunteers are named as additional insureds on General liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to additional insured, as respects Workers Compensation policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Vallejo
Public Works Department
555 Santa Clara Street
Vallejo CA 94590
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	**CONTACT NAME:** AJG Service Team **PHONE (A/C, No, Ext):** 212-981-2485 **FAX (A/C, No):** 212-994-7074 **E-MAIL ADDRESS:** GGB.WSPUS.CertRequests@ajg.com
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** QBE Specialty Insurance Company — 11515 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 881117616 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2019	10/31/2020	Per Claim/Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION
RE: Project #: 187302A | Project Description: Mare Island Causeway Preventive Maintenance Project

CERTIFICATE HOLDER

City of Vallejo
Public Works Department
555 Santa Clara Street
Vallejo CA 94590
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Dec 29, 2020 12:47 PM, 733569475

Contract and Routing Form

Contract Number: 16-PW027

Date Originated:

City of VALLEJO California

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Engineering
Staff Contact: Sam Kumar, sam.kumar@cityofvallejo.net
Contract Type: Amendment
Vendor: WSP USA, Inc., **Vendor Number:**102913

Contract Not to Exceed Amount: 961866.00
Contract Start Date: Dec 15, 2020 **End Date:** Dec 30, 2022
Option to Extend: one year
Authority to Contract: City Council **Date to Council:** Dec 15, 2020
Other Comments:
Second Amendment to agreement to be signed.
Any questions, please let me know.

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form
Original Agreement with any Amendments
Insurance
I have uploaded additional files.Yes

DocuSign Envelope ID: 2B69C887-27AB-40CA-BED4-3F66C32138A9

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division	DS TP	1/28/2021	
Risk Manager	DS AS	2/1/2021	
Finance Director	DS AF	2/17/2021	
City Attorney's Office	DS VAN	3/15/2021	
City Manager's Office	DS GN	3/15/2021	
City Clerk	DS DGA	3/15/2021	

Return executed contract to: Sam Kumar

SECOND AMENDMENT TO AGREEMENT BETWEEN CITY OF VALLEJO AND WSP USA INC.

Approved as to form:
By: _____ for
Randy J. Risner
Interim City Attorney

This Second Amendment to the Principal Agreement made and entered into on December 20, 2016, hereafter referred to as Agreement, between the WSP USA Inc., a New York Corporation, herein referred to as Consultant, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this December 15, 2020.

Consultant and City do mutually agree as follows:

1. **New Exhibit.** A new Exhibit A, entitled, "Scope of Services for Final Design" is hereby added to the Agreement to read as shown in Exhibit A of this Second Amendment.

2. **Final Design Services.** The scopes of services to be provided as specified in Exhibit A of the Agreement is amended to include the services described in Exhibit A of this Second Amendment ("Scope of Services for Final Design").

3. **Payment for Final Design Services.** In consideration of Consultant providing the Final Design Services, Consultant shall be paid an amount not to exceed five hundred sixty-seven thousand six hundred thirty-one dollars and no/100 cents ($567,631.00). The maximum not to exceed amount specified in Exhibit B of the Agreement is increased by said amount and the new not to exceed amount is nine hundred sixty-one thousand eight hundred sixty-six dollars and no/100 ($961,866.00).

Consultant agrees that the amount of increase in the not to exceed amount specified above shall constitute full compensation for the Final Design Services, and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with the Final Design Services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant

4. **Integration.** This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

5. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, and any prior amendment, if any, the provisions of this Second Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

7. Counterparts. This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

8. Facsimile Signatures. This Second Amendment shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other party at the addresses noted below:

City: Sam Kumar
Public Works Department, 4th Floor
555 Santa Clara Street,
Vallejo, CA 94590

Consultant: Ali Seyedmadani

9. Authority. The person signing this Fifth Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Fifth Amendment on behalf of Consultant

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed into this Second Amendment on the day and year shown below the name of each of the parties.

WSP USA Inc.
a New York Corporation

By: _____
John M. Fisher
Vice President, District Manager,
Northern California

DATE: 12/22/2020

CITY OF VALLEJO,
a municipal corporation

DocuSigned by:
By: Greg Nyhoff
C4FD6DE223024B1...
Greg Nyhoff
City Manager

DATE: 3/15/2021

ATTEST:

DocuSigned by:
By: Dawn G. Abrahamson
1489DDA0695D425...
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:
637AD0D81416407...
Terrance Davis
Public Works Director

(City Seal)

APPROVED AS TO FORM:

DocuSigned by:
Veronica A.F. Nebb
E455160E392E47A...
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Armond Sarkis
F1CF2295B5CF441...
Armond Sarkis
Risk Manager



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7100 FAX (A/C, No): 212-994-7047 E-MAIL ADDRESS: GGB.WSPUS.CERTREQUESTS@AJG.COM
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Insurance Corporation — 42404 INSURER B : Zurich American Insurance Company — 16535 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 396824000 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		GLO983581907	4/1/2020	4/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 5,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		AS7-621-094060-030	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WA7-62D-094060-010	4/1/2020	4/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: 187302A | Project Description: Mare Island Causeway Preventive Maintenance Project

The City of Vallejo, its officers, officials, employees, agents and volunteers are named as additional insureds on General liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to additional insured, as respects Workers Compensation policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Vallejo
Public Works Department
555 Santa Clara Street
Vallejo CA 94590
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: AJG Service Team	
Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	PHONE (A/C, No, Ext): 212-981-2485	FAX (A/C, No): 212-994-7074
	E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Specialty Insurance Company	11515
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WSPGLOB-01
WSP USA Inc.
One Penn Plaza
New York, NY 10119

COVERAGES **CERTIFICATE NUMBER:** 881117616 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2019	10/31/2020	Per Claim/Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION
RE: Project #: 187302A | Project Description: Mare Island Causeway Preventive Maintenance Project

CERTIFICATE HOLDER

City of Vallejo
Public Works Department
555 Santa Clara Street
Vallejo CA 94590
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Number: AS7-621-094060-030
Issued by: Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire and New Jersey.

This waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the state of Connecticut, Florida, Maryland, Nebraska, Oregon the premium charge is 1 % of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $250 and determined as follows: The premium charge for this endorsement is 1 % of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

In the state of Massachusetts, the premium charge is 1 % of the total manual premium.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of $0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

Issued by: Liberty Insurance Corporation 21814

For attachment to Policy No WA7-62D-094060-010 Effective Date Premium $

Issued to: WSP USA Group Holding Inc.

© 1983 National Council on Compensation Insurance, Inc.

DocuSign Envelope ID: 2B69C887-27AB-40CA-BED4-3F66C32138A9

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO983581907	04/01/2020	04/01/2021	04/01/2020	93542000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: WSP USA GROUP HOLDING INC.

Address (including ZIP Code):

1 Penn Plaza, 2nd Floor

New York, NY 10119

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO983581907	04/01/2020	04/01/2021	04/01/2020	93542000	INCL	INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per Schedule on file with the broker	Per Schedule on file with the broker	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-62D-094060-010 Effective Date Premium $

Issued to WSP USA Group Holding Inc.

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Policy Number AS7-621-094060-030
Issued by Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File With The Broker	Per Schedule On File With The Broker	30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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Contract and Routing Form

Contract Number: 16-PW027

Date Originated:

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Engineering
Staff Contact: Sam Kumar, sam.kumar@cityofvallejo.net
Contract Type: Amendment
Vendor: WSP USA, Inc., **Vendor Number:**102913
Business License Number: 11710587

Contract Not to Exceed Amount: 0.00
Contract Start Date: Nov 14, 2022 **End Date:** Dec 31, 2026
Option to Extend: one year
Authority to Contract: City Manager
Other Comments:
This amendment is to increase the term of the original and subsequent amendment agreements approved by CAO.

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form
Original Agreement with any Amendments
Insurance
I have uploaded additional files.Yes

DocuSign Envelope ID: 9EA4F659-EFDD-4FC8-B5B8-590E936DA8B6

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division	DS MLT	11/17/2022	
Risk Manager	DS AS	11/22/2022	
Finance Department			
City Attorney	DS VAN	11/17/2022	
City Manager	DS MM	11/22/2022	
City Clerk	DS DGA	11/22/2022	

Return executed contract to: Sam Kumar

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

THIRD AMENDMENT TO AGREEMENT BETWEEN CITY OF VALLEJO AND WSP USA INC.

This Third Amendment to the Design Professional Services Agreement made and entered into on December 20, 2016, hereafter referred to as Agreement, between the WSP USA Inc., a New York Corporation, successor to Parsons Brinckerhoff, Inc., a New York Corporation, herein referred to as Consultant, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this November __, 2022.

Consultant and City do mutually agree as follows:

1. Revised Term. Section 16 of the Agreement, "Term," shall be amended to read in its entirety as follows:

> "The term of this Agreement shall commence on December 20, 2016 and shall continue in full force and effect until December 31, 2026.
>
> City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year, by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed twelve (12) years.
>
> If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to affect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation, therefore.

2. Integration. This Third Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Third Amendment. This Third Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

DocuSign Envelope ID: 9EA4F659-EFDD-4FC8-B5B8-590E936DA8B6

3. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Third Amendment and the Agreement, and any prior amendment, if any, the provisions of this Third Amendment shall control in all respects.

4. Ambiguities. The parties have each carefully reviewed this Third Amendment and have agreed to each term of this Third Amendment. No ambiguity shall be presumed to be construed against either party.

5. Counterparts. This Third Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed into this Third Amendment on the day and year shown below the name of each of the parties.

WSP USA Inc.
a New York Corporation

By: _____
Liz Justison
Vice President,
NorCal Transportation Business Line Lead

DATE: 11-10-22

CITY OF VALLEJO,
a municipal corporation

By: DocuSigned by: Michael Malone
17F458EA33444A0...
Michael A. Malone
City Manager

DATE: 11/22/2022

ATTEST:

By: DocuSigned by: Dawn G Abrahamson
1489DDA6695D425...
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

DocuSigned by: Melissa L. Tigbao
A12b02FDB144A3...
Melissa Tigbao
Public Works Director

(City Seal)

APPROVED AS TO FORM:

DocuSigned by: Veronica A.F. Nebb
E455160E392E47A...
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by: Armond Sarkis
F1CF2295B5CF44...
Armond Sarkis
Risk Manager

Contract and Routing Form

16-PW027

Date Originated:

Finance Department · 555 Santa Clara Street · Vallejo · CA · 94590 · 707.648.4592

Department: Public Works Departments, Engineering
Staff Contact: Sam Kumar, sam.kumar@cityofvallejo.net
Contract Type: Amendment
Vendor: WSP USA, Inc., **Vendor Number:**102913
Business License Number: 11710587

Contract Not to Exceed Amount: 1167313.00
Contract Start Date: Dec 20, 2016 **End Date:** Dec 31, 2026

Authority to Contract: City Council **Date to Council:** Aug 29, 2023

Attachments are uploaded for review here: https://bit.ly/vContracts

Approved Pre-Requisition Form
Original Agreement with any Amendments
Insurance
I have uploaded additional files.Yes

DocuSign Envelope ID: A70F6F82-36A5-45F8-B03D-2EF3AF592646

Contract and Routing Form

Signature Page

Department	Initial	Date	Comment
Originating Department/Division	DS MLT	9/20/2023	
Risk Manager	DS AS	9/26/2023	
City Attorney	DS VN	10/3/2023	
Finance Department	DS AF	10/4/2023	
City Manager	DS	10/4/2023	
City Clerk	DS DGA	10/4/2023	

Return executed contract to: Sam Kumar

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

FOURTH AMENDMENT TO DESIGN PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF VALLEJO AND WSP USA, INC.

This Fourth Amendment to the Design Professional Services Agreement made and entered into on December 20, 2016, hereafter referred to as Agreement, between the WSP USA Inc., a New York corporation, successor to Parsons Brinckerhoff, Inc., a New York corporation, therein referred to as Design Professional, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this April 26, 2023.

Design Professional and City do mutually agree as follows:

1. Scope of Design Services. The scope of services to be provided pursuant to the Agreement is hereby amended to include the services described in Exhibit A of this Fourth Amendment ("Scope of Services for Additional Work").

2. Payment for Additional Design Services. In consideration of Design Professional performing the additional design services described in Exhibit A, Design Professional shall be paid an amount not to exceed Two Hundred Five Thousand Four Hundred Forty-Seven Dollars and no/100 Cents ($205,447.00). The maximum not to exceed amount specified in Exhibit B of the Agreement is increased by said amount to a new total not to exceed amount of One Million One Hundred Sixty-Seven Thousand Three Hundred Thirteen Dollars and no/100 Cents ($1,167,313.00).

Design Professional agrees that the additional compensation amount specified above shall constitute full compensation for the expanded scope of additional design services set forth in Exhibit A to this Fourth Amendment, and shall fully compensate Design Professional for any and all direct and indirect costs that may be incurred by Design Professional in connection with said services, , including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Design Professional

3. Integration. This Fourth Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Fourth Amendment. This Fourth Amendment shall not be amended or modified except by a written agreement

executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Design Professional shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Fourth Amendment and the Agreement, and any prior amendment, if any, the provisions of this Fourth Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Fourth Amendment and have agreed to each term of this Fourth Amendment. No ambiguity shall be presumed to be construed against either party.

6. Counterparts. This Fourth Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. Facsimile Signatures. This Fourth Amendment shall be binding upon the receipt of facsimile signatures; provided, however, that any person transmitting his or her signature by facsimile shall promptly send an original signature to the other party at the addresses noted below:

City: Sam Kumar
Public Works Department, 4th Floor
555 Santa Clara Street,
Vallejo, CA 94590

Design Professional: Benjamin Consolacion
WSP USA
1100 11th Street, Suite 200
Sacramento, CA 95814

8. Authority. The person signing this Fourth Amendment for Design Professional hereby represents and warrants that he or she is fully authorized to sign this Fourth Amendment on behalf of Design Professional

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed into this Fourth Amendment on the day and year shown below the name of each of the parties.

WSP USA Inc.
a New York Corporation

By: _____
John M. Fisher
Vice President, District Manager,
Northern California

DATE: July 11, 2023

CITY OF VALLEJO,
a municipal corporation

By: _____
Mike Malone
City Manager

DATE: 10/4/2023

ATTEST:

By: _____ 10/4/2023
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

_____ 9/20/2023
Melissa Tigbao
Public Works Director

(City Seal)

APPROVED AS TO FORM:

_____ 10/3/2023
Veronica A. P. Nebb
City Attorney

APPROVED AS TO INSURANCE:

_____ 9/26/2023
Armond Sarkis
Risk Manager

DocuSign Envelope ID: A70F6F82-36A5-45F8-B03D-2EF3AF592646

EXHIBIT A

AMENDMENT 4: SCOPE OF SERVICES FOR ADDITIONAL WORK

Right-of-Way, Utility Coordination, Environmental Permitting, Final Design & Construction Support (protocol surveys and preconstruction surveys)

1. Project Management

WSP shall organize, attend, and facilitate four teleconference coordination meetings with team members if needed to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. Includes coordination and communication with project team, progress reports, invoice review, and preparing invoicing through the end of the project.

Right-of-Way and Utility Coordination

The right-of-way certification effort has exceeded our original estimates. The coordination with the Public Utilities Commission was not included in the original scope of work.

The scope of utility coordination, specifically with PG&E, AT&T, and Island Electric has exceeded our original estimates.

2. Environmental Permitting

The current budget for the Environmental Permitting Task was not sufficient to cover coordination with California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), US Army Corps of Engineers, and San Francisco Bay Conservation and Development Commission (BCDC) regarding anticipated environmental permits. CDFW, RWQCB, and BCDC had additional questions regarding engineering. Extra coordination, engineering, and preparation of preliminary plans/exhibits were required to supplement the project description. Additionally, effort was required to research and interpret land ownership and leasing agreement documents from the City of Vallejo.

The City directed WSP to provide permit application fees for CDFW ($5,748.75) and RWQCB ($2,417.00).

4. Final Design

Lighting Systems

At the direction from the City, changes were made regarding the basis of design for the lighting system along the edges of the causeway structure. The original direction (basis of design) was as follows: use custom concrete light poles similar to those existing, metal fixture mounting assemblies and other metal components made from the molds found in Building 483 Mare Island, globes identical to that found in Building 483 Mare Island, and LED fixtures to meet current standards. Significant effort was made (including investigating and inspecting the molds for the original lighting components) towards preparing initial design and coordinating with potential contractors that could deliver the desired lighting components. After understanding the required efforts to implement the original basis of design, it was decided to go with the alternative option of using off the shelf concrete light poles, mounting assemblies, globes, and fixtures with similar theme as the original lighting. Re-work has been required to implement the alternative option into the project plans, specifications, and estimates.

Stage Construction and Traffic Handling

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The original stage construction and traffic handling plan did not consider accommodating pedestrian access along the causeway throughout construction. It was assumed that during certain construction activities, pedestrians would have no access to the bridge. Dial-a-ride or additional ferry service were options that were considered for pedestrians.

As a condition of the BCDC permit, the project is required to provide access to pedestrians throughout construction. At the direction from the City, the team has made changes to the plans, specifications, construction schedule, and estimates to accommodate this revised staging and traffic handling.

6. Construction Support

This addendum request is needed for protocol surveys for Ridgway's rail and California black rail, along with concurrent surveys for Swainson's hawk and burrowing owls. The surveys are required to implement the project streambed alteration agreement from CDFW and provide a seamless handover to the contractor supplied biologist without project delays.

Protocol-Level Surveys for California Ridgway's Rail and California Black Rail

The protocol-level rail surveys utilize the survey methods provided in the USFWS' California Clapper Rail Survey Protocol (2015). As directed by the Protocol, surveys will consist of two passive surveys and two active surveys spaced at least two weeks apart, beginning between January 15 and February 1 and continuing until late March or mid-April. A qualified 10(a)(1)(A) permitted biologist will establish two (2) survey stations within the project site on each side of the Napa River/Mare Island Straight along the shoreline.

Deliverables:

- Survey Report - A total of two (2) survey reports will be prepared and submitted to applicable agencies following protocol-level surveys.

Assumptions:

- Two (2) biologists will conduct four (4) surveys for a total of eight (8) site visits, each consisting of one (1) survey day.

Preconstruction Surveys for Burrowing Owl and Swainson's Hawk

Surveys for burrowing owl and Swainson's hawk will be performed concurrently with protocol-level surveys for rails. As required by project permits, a habitat assessment and surveys for burrowing owl will be conducted, if warranted by findings of the habitat assessment, pursuant to the Department of Fish and Game's Staff Report on Burrowing Owl Mitigation (2012) survey methodology. Survey for Swainson's hawk nesting activity will also be performed, including on the project site and within a 0.25-mile radius surrounding the project site. Surveys for Swainson's hawk will be performed according to the Technical Swainson's Hawk Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in Central California Valley (2000).

Deliverables:

- Survey Report - A total of two (2) survey reports will be prepared and submitted to applicable agencies following surveys performed. Findings for surveys for burrowing owl and Swainson's hawk will be included with findings of protocol-level rail surveys.

Assumptions:

- Preconstruction surveys for burrowing owl and Swainson's hawk will be conducted concurrently with protocol-level surveys for rails.

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- Surveys for burrowing owl will be performed on foot throughout the project site and within a zone of influence (i.e., 500 feet of project site boundaries).
- Surveys for Swainson's hawk will be performed on foot throughout the project site and on roadways (i.e., driving surveys) within 0.25 miles of project site boundaries.

Assumptions, Exclusions, and Limitations

This scope of work is based on the following assumptions, exclusions, and limitations:

- Actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the City, and fee for any such additional work will be negotiated prior to work being performed.
- Proposed budget may be re-allocated by WSP between tasks as need arises.
- Per Amendment 3 to the Design Professional Services Agreement, the term shall continue until December 31, 2026.

EXHIBIT B

COST PROPOSAL BY TASK

Mare Island Causeway Preventive Maintenance Project

Task No.	Task Description		WSP Staff Hours																SWCA (Sycamore Environmental)			Total Hours	Other Direct Cost	Total Cost
			Principal Area Mgr PIC	Project Manager	Sr Technical Mgr	Project Engineer/ Civil Lead	Lead Engineer - Specifications	Sr Supv Engineer Structure Lead	Senior Bridge Engineer	Civil Engineer	Sr Engineering Mgr	Sr Supv Engineer	Lead Technical Engineering Support Specialist	Contract Administrator II	Project Accountant	Total WSP Hours	Direct Costs	WSP Total Costs						
			Phil Stolarski	Ben Consolacion	Bart Newton	James Gomez	Vickie Wheeler	Carlos Ramirez	Nazanin Rezaei	Ravina Ahir	Jamal Grainawi	Ken Warddrip	Lynette Davis	Anna Vo	Hector Herrera									
		Pay	125.01	108.58	171.94	118.14	71.85	93.84	52.51	41.81	132.67	94.54	59.69	51.97	46.94									
		Escalation	130.91	113.70	180.05	123.71	75.24	98.27	54.99	43.78	138.93	99.00	62.51	54.42	49.15									
		Overhead	200.07	173.77	275.17	189.07	114.99	150.18	84.04	66.91	212.33	151.30	95.53	83.17	75.12									
		Profit	33.10	28.75	45.52	31.28	19.02	24.84	13.90	11.07	35.13	25.03	15.80	13.76	12.43									
		FCC	0.72	0.63	0.99	0.68	0.41	0.54	0.30	0.24	0.76	0.54	0.34	0.30	0.27									
		Pay Grade	X-14	P-13	P-15	P-13	P-11	P-13	P-10	P-08	P-14	P-13	T-10	P-09	X-09									
			$ 364.79	$ 316.85	$ 501.74	$ 344.74	$ 209.67	$ 273.83	$ 153.23	$ 122.01	$ 387.14	$ 275.88	$ 174.18	$ 151.65	$ 136.98				WSP TASKS	Hours	Direct Costs	Total Costs			
Phase II-PS&E, Bid Support																								
1	Project Management		0	41	0	28	16	0	20	64	0	0	16	21	42	248	$ -	$ 48,595	1	0	$ -	$ -	248	$ -	$ 48,595
1.1	Communications and Coordination			21												21		$ 6,654	1.1					
1.2	Row & Utility coordination and Certifcation			16		24	16			64			16			136		$ 27,293	1.2					
1.3	PDT Meetings (Total of 4 assumed);			4		4			4							12		$ 3,259	1.3					
1.4	Project Aministration								16				21	42		79		$ 11,389	1.4					
1.5	Quality Control															0		$ -	1.5					
2	Environmental Permitting		-	24	-	24	24	-	-	48	-	-	-	-	-	120	$ 8,166	$ 34,932	2	105	$ -	$ 16,390	225	$ 8,166	$ 51,322
2.1	BCDC and 1602 Permit			12		12	12			32						68		$ 22,525		105	$ -	$ 16,390			
2.2	US Coastguard & Caltrans encrochment permit															0	$ 8,166	$ -							
2.3	404, 401 Permit Application			12		12	12			16						52		$ 12,407							
3	Public Outreach		-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	3	0	$ -	$ -	0	$ -	$ -
3.1	Stakeholder Development															0		$ -							
3.2	Community Meetings (1)															0		$ -							
3.3	Collateral Materials															0		$ -							
3.4	Webpage Content and Social Media															0		$ -							
3.5	Media Relations															0		$ -							
4	Final Design Including Traffic Handling		-	-	-	8	76	40	48	16	-	88	48	-	-	324	$ -	$ 71,591	4	0	$ -	$ -	324	$ -	$ 71,591
4.1	65% Design															0		$ -	4.1						
4.2	95% Design						64	24	32			80	32			232		$ 52,538	4.2						
4.3	100% Design					8	12	16	16	16		8	16			92		$ 19,053	4.3						
5	Bidding Assistance		-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	5	0	$ -	$ -	0	$ -	$ -
5.1	Bidding Support															0		$ -							
6	Construction Support		-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	6	163	$ 737	$ 33,938	163	$ 737	$ 33,938
6.1	Design Support During Construction															0		$ -		163	$ 737	$ 33,938			
6.2	Record Drawings															0		$ -							
Phase II Totals			**-**	**65**	**-**	**60**	**116**	**40**	**68**	**128**	**-**	**88**	**64**	**21**	**42**	**692**	**$ 8,166**	**$ 155,118**		**268**	**$ 737**	**$ 50,329**	**960**	**$ 8,903**	**$ 205,447**

All Staff will be invoiced at actual rate within each pay grade/Classification Range and escalated annually 1/1.

2/9/2023

ACTION ITEM 7.A.

DATE: June 30, 2026
TO: Mayor and Members of the City Council
FROM: Harry Black, Interim City Manager
Victoria Grace-Barksdale, Administrative Analyst II (Youth Coordinator)
SUBJECT: **RECONSIDERATION AND ADOPT A RESOLUTION APPROVING A MEASURE P GRANT AGREEMENT TO GREATER VALLEJO RECREATION DISTRICT TO SUPPORT PUBLIC SAFETY AND YOUTH PRIORITIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME IN AN AMOUNT NOT TO EXCEED $300,000.00.**

RECOMMENDATION

Adopt a resolution approving a Measure P Grant Agreement to Greater Vallejo Recreation District to support Public Safety and Youth Priorities and authorizing the City Manager to execute the same in an amount not to exceed $300,000.00.

REASONS FOR RECOMMENDATION

City Council provided direction on measures to increase public safety. This grant agreement with GVRD focuses on equitable and inclusive preventative measures through positive youth development and community building programs and activities, particularly for teens. By reducing barriers to access of programs, activities, and safe spaces, youth and families are more likely to participate in positive, skill-building activities and foster a greater sense of community, thus increasing public safety.

Staff has worked closely with GVRD to outline specific programs that would assist in removing barriers to access including increasing the amount of scholarships available to Vallejo families, providing subsidized programs for youth and teens, targeting underserved GVRD parks and facilities through mobile recreation, and expanding free activities and access to GVRD parks and recreational sites.

BACKGROUND AND DISCUSSION

At the July 1, 2025 Special Council Meeting, Vallejo City Council provided direction to staff on actions to help improve public safety and reduce violence. The Council recommended funding of $300,000 towards subsidizing program costs (from zero up to 80% on a needs basis) for youth to participate in GVRD programs.

On July 8, 2025, Vallejo City Council approved the notice of intent to amend the FY 2025-2026 budget to appropriate $1,150,000 for public safety measures to reduce violence (Step 1 of 2). $300,000 of that appropriation was allocated towards GVRD. On July 22, 2025, Vallejo City Council approved Step 2 of 2 to amend the FY 2025-2026 budget using the General Fund. Staff reported that it would ask the Measure P Oversight Committee (MPOC) to fund the $300,000 from Measure P opposed to the General Fund. On August 11, 2025, the item was approved by MPOC for a recommendation to Council to provide funding for the project through Measure P, under Youth Priorities. On October 14, 2025, Vallejo City Council approved Step 1 of 2 through the notice of intent and on December 9, 2025 passed Step 2, amending the fiscal year 2025-2026 budget to fund the project from Measure P. Staff presented the grant to Council who provided input and directed staff to present to the GVRD Board for feedback. On February 26, 2026, staff presented to the GVRD board and gathered more feedback on the proposed grant agreement. On May 12, 2026, Council did not approve the grant agreement and requested that staff return with more data and information, a community survey, and GVRD leadership to answer questions. Staff has provided Council with the requested data

including the GVRD Mearsure P Youth Recreation Survey results via a memo. On June 9, 2026, Council approved a motion for reconsideration for the item and the item before Council tonight is to reconsider the item and possibly adopt a resolution to approve the grant.

The Vallejo City Council voted Public Safety and Youth as multi-year goals to invest in more services, resources, and programming to improve youth outcomes. Additionally, Youth Priorities are one of the nine Measure P focus areas. Recreational and enrichment programs play a critical role in improving public safety by providing positive, structured opportunities for youth development and community engagement. Programs offered by GVRD serve as a vital resource for young people, promoting improved academic performance, social development, and leadership skills, while reducing the likelihood of involvement in delinquent or criminal behavior.

Access to recreational programs, mentorship, and enrichment activities reduces risk factors associated with violent crime and juvenile offenses, particularly among youth in underserved communities. By offering safe spaces, skill-building opportunities, and positive role models, these programs divert young people from negative influences and foster a greater sense of connection to their community.

Unfortunately, many Vallejo families face financial barriers that prevent their children from participating in these programs. To address this inequity, the City can provide financial assistance or subsidies to ensure all youth have fair access to these essential opportunities, regardless of economic circumstances.

An investment in recreational and enrichment programs is an investment in both the immediate and long-term safety of Vallejo. Supporting expanded access to these programs strengthens the social fabric of our community, promotes positive youth development, and is a proven, preventative strategy to reduce juvenile crime and violence.

While the initial Council discussion surrounded primarily the concept of youth "scholarships", staff has collaborated with GVRD to present a proposed usage of funds and request feedback from both Council and the GVRD Board. Quarterly grant reports and a final Impact Summary will be required from GVRD through the duration of grant fund usage. Staff anticipate that this funding will last through summer 2028. The proposed grant agreement goal, objectives and budget are as follows.

Goal: Improve public safety and reduce violence by subsidizing costs to increase participation in recreational activities and access to safe spaces for Vallejo youth

- **Objective #1**: Reduce financial barriers to participation through scholarships for Vallejo youth and families
- **Objective #2**: Increase access to subsidized youth activities and programs, with an emphasis on teen opportunities
- **Objective #3:** Provide increased subsidized programming in target districts that were identified by City Council to ensure equitable distribution and access
- **Objective #4**: Increase community access to safe spaces, programs and events

Proposed budget:

	Program Type	Estimated Budget
1	Scholarships	$ 50,000

2	Youth Programs/ Events	$ 55,000
3	Teen Programs/ Events	$ 85,000
4	Programming	$ 35,000
5	Free Days	$ 75,000
TOTAL		**$300,000**

FISCAL IMPACT

On July 22, 2025, City Council amended the fiscal year 2025-2026 budget to appropriate $300,000 towards a GVRD public safety grant using general funds. Staff reported that they would take the request to the Measure P Oversight Committee to recommend funding using Measure P funds under Youth Priorities, instead of general funds, which was approved for recommendation to Council. On December 9, 2025 City Council amended the fiscal year 2025-2026 budget and appropriated $300,000 in Measure P funding towards the GVRD grant agreement to address public safety and youth priorities.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guidelines section 15378.

ATTACHMENTS

1.	Resolution for Grant Agreement for GVRD_CAO Stamp
2.	2025-26 Measure P Agreement Public Safety Grant_CAO STAMP
3.	Measure P GVRD Data Memo to Council
4.	GVRD Measure P Survey Results

CONTACT

Harry Black, Interim City Manager (707) 648-4576
harry.black@cityofvallejo.net

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING A MEASURE P GRANT AGREEMENT IN AN AMOUNT NOT TO EXCEED $300,000 TO THE GREATER VALLEJO RECREATION DISTRICT (GVRD) TO SUPPORT PUBLIC SAFETY AND YOUTH PRIORITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, GVRD's mission is to promote wellness and healthy lifestyles by providing safe parks and innovative and fun recreation programs for all residents; and

WHEREAS, GVRD currently operates 33 parks with various amenities, located throughout the CITY including neighborhood parks, community centers, athletic fields and courts, a sports gym, an aquatic center and more; and

WHEREAS, access to recreational programs, mentorship, and enrichment activities reduces risk factors associated with violent crime and juvenile offenses, particularly among youth in underserved communities; and

WHEREAS, by offering safe spaces, skill-building opportunities, and positive role models, these programs divert young people from negative influences and foster a greater sense of connection to their community; and

WHEREAS, the CITY wishes to award a grant to GVRD using Measure P funds to support a significant increase in access and participation of activities, events and programs benefiting Vallejo youth and families of all abilities through funding scholarships, subsidizing new or existing youth/teen activities, targeted programming in at-risk districts, and Free Day activities at identified GVRD sites; and

WHEREAS, on May 12, 2026, the City Council considered the grant Agreement but did not approve same and requested that staff return with more data and information, a community survey, and GVRD leadership to answer questions. Staff provided Council with the requested data including the GVRD Measure P Youth Recreation Survey results via a memo and on June 9, 2026, Council approved a motion for reconsideration for the item. The meeting on the reconsideration was held on June 30, 2026 during which Council received the additional information obtained by staff.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby approves the Measure P Grant Agreement in an amount not to exceed $300,000, attached hereto as Exhibit 'A', to the Greater Vallejo Recreation District to support public safety and youth priorities.

BE IT FURTHER RESOLVED that the City Council of the City of Vallejo hereby authorizes the City Manager to execute the Agreement, with any modifications recommended by the City Attorney and the City Clerk to attest.

ADOPTED BY THE CITY COUNCIL OF VALLEJO at a council meeting held on June 30, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

ANDREA SORCE, MAYOR

ATTEST:

_____

DAWN G. ABRAHAMSON, CITY CLERK

Approved as to form:

By: _____ *for*
Veronica A.F. Nebb
City Attorney

2025-26 City of Vallejo Grant Program
"Greater Vallejo Recreation District" Public Safety Measure P Grant Agreement

This Agreement ("Agreement") is made at Vallejo, California, dated for reference this 14th day of April 2026, by and between the City of Vallejo, a municipal corporation and charter city ("CITY"), and Greater Vallejo Recreation District, a Recreation Park and Parkway District organized under the provisions of Article 1, Chapter 3, Division 5 of the Public Resources Code ("GRANTEE").

RECITALS

WHEREAS, GRANTEE's mission is to promote wellness and healthy lifestyles by providing safe parks and innovative and fun recreation programs for all residents; and

WHEREAS, GRANTEE currently operates 33 parks with various amenities, located throughout the CITY including neighborhood parks, community centers, athletic fields and courts, a sports gym , an aquatic center and more; and

WHEREAS, access to recreational programs, mentorship, and enrichment activities reduces risk factors associated with violent crime and juvenile offenses, particularly among youth in underserved communities; and

WHEREAS, by offering safe spaces, skill-building opportunities, and positive role models, these programs divert young people from negative influences and foster a greater sense of connection to their community; and

WHEREAS, the CITY wishes to award a grant to GRANTEE using Measure P funds to support a significant increase in access and participation of activities, events and programs benefiting Vallejo youth and families of all abilities through funding scholarships, subsidizing new or existing youth/teen activities, targeted programming in at-risk districts, and Free Day activities at identified GVRD sites.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

SECTION 1. Payment of Grant Award. CITY hereby agrees to pay GRANTEE an amount not to exceed $300,000.00 ("Grant Award") no later than July 21, 2026, and subject to the terms and conditions of this Agreement. Grantee shall use the Grant Award exclusively for the purpose of improving public safety and increasing participation in GVRD year-round programming by reducing financial barriers to access and expanding availability of safe, inclusive recreational opportunities. Authorized uses of funds include, but are not limited to, scholarships, youth and teen programs and events, focused programming tailored to the needs of youth ages 17 and under, and free days and activities.

The Grant Award shall be provided as a one-time lump sum payment and shall not be reduced, rescinded, or reallocated by GVRD, provided that Grantee remains in compliance with the terms and conditions of this Agreement. Grantee shall ensure that all expenditures are necessary,

reasonable, and directly related to the purposes outlined herein and shall comply with all applicable laws, regulations, and GVRD policies.

SECTION 2. Expenditure of Grant Award. GRANTEE shall expend the Grant Award solely on the programs and/or projects set forth in Exhibit A. An expenditure that does not comply with this Agreement shall constitute a disallowed cost ("Disallowed Cost") and shall be subject to reimbursement as specified in Section 15 of this Agreement. Under no circumstances shall GRANTEE expend any portion of the Grant Award for religious or political purposes or for any other purpose prohibited under law, including but not limited to promoting or inhibiting religion in general or any religion in particular, conveying a religious message, or advocating for or against a political candidate or ballot measure.

SECTION 3. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing 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 the Grant Award and any news articles, brochures, seminars, or other promotional materials or media or events through which GRANTEE publicizes the programs or projects funded in whole or in part by CITY will acknowledge the CITY's support in the following manner. In lieu of written funding attribution, Grantee shall provide recognition of both the Greater Vallejo Recreation District (GVRD) and the City of Vallejo through the joint use and placement of both entities' official logos on all identified programs, events, and related materials funded in whole or in part by this Grant Award. Such logo usage shall be subject to each entity's branding guidelines and prior approval, where applicable.

SECTION 4. The Parties' Relationship. This Agreement shall not be construed as giving rise to any agency, partnership, joint venture, or employment relationship between CITY and GRANTEE. GRANTEE shall have no ability to bind the CITY and shall not hold itself out as having any such ability. Neither GRANTEE nor any of GRANTEE's officers, employees, agents, or subcontractors, if any, is an employee of CITY by virtue of this Agreement. GRANTEE's employees and agents shall not be entitled to any salary or benefits relating to CITY employment.

SECTION 5. No Assignment. GRANTEE shall not assign this Agreement without CITY's written authorization. Any such assignment shall be void and shall be considered a material breach of this Agreement.

SECTION 6. Indemnification. GRANTEE shall indemnify, hold harmless, and defend CITY, its officers, officials, directors, employees, agents, volunteers and affiliates 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 this Agreement, GRANTEE's performance hereunder, GRANTEE's or subcontractor's negligence including active or passive, or strict liability, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of GRANTEE, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 7. Insurance Requirements. GRANTEE agrees to comply with all of the Insurance Requirements set forth in Exhibit C which is attached hereto and incorporated herein by this

reference. Failure to maintain the required insurance at all times shall constitute a default and material breach.

SECTION 8. Non-Discrimination. In performing this Agreement, 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, actual or perceived gender identity, veteran status or any other basis prohibited under law.

SECTION 9. Compliance with All Applicable Laws. In performing this Agreement, GRANTEE warrants it shall comply with all applicable state and federal laws, rules, and regulations.

SECTION 10. Accounting. For purposes of performance under this Agreement and receipt and expenditure of the Grant Award, GRANTEE shall at all times maintain an accounting system that comports with generally accepted accounting principles.

SECTION 11. Financial Records and Financial Report. GRANTEE shall maintain a financial log, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Grant Award. GRANTEE shall submit to CITY a Quarterly Report and Impact Summary relating to the expenditure of the Grant Award. Said Quarterly Report shall be in the form identified in Exhibit B. Said Quarterly Report shall be submitted to CITY within thirty (30) calendar days of the end of each fiscal year quarter through the duration of the grant. An Impact Summary Report, identified in Attachment 1 of Exhibit B, is due within thirty (30) days of the grant funds being fully expended.

All financial records, including original receipts, and financial reports shall be prepared in accordance with generally accepted accounting principles. The Quarterly Report and Impact Summary shall be a public record and can be posted on the CITY's website as well as released to the public in any manner whatsoever in the City's discretion.

SECTION 12. Audit and Examination. Upon request, CITY's authorized representatives shall be provided with access and shall have the right to examine all financial records, documents, facilities, and activities related to GRANTEE's performance of this Agreement and to the receipt and expenditure of the Grant Award.

SECTION 13. Preservation of Records. GRANTEE shall preserve and make available all records related to performance of this Agreement and related to the receipt and expenditure of the Grant Award for a period of three years from the date of final payment to GRANTEE or as required by applicable law, whichever is longer.

SECTION 14. Reimbursement of Disallowed Costs. Within ten (10) business days of the date of CITY's written notice to GRANTEE, GRANTEE agrees to reimburse to CITY any portion of the Grant Award paid by the CITY which CITY has in its sole discretion determined constitutes a Disallowed Cost. **"**Disallowed Costs**"** shall mean any expenditure of Grant Award funds that is determined by the CITY, in its reasonable discretion, to be inconsistent with the terms and conditions of this Agreement, including but not limited to:
(a) costs that are not directly related to or necessary for the approved purposes of the Grant;
(b) costs that are not adequately documented or supported by appropriate records;
(c) costs incurred outside the approved grant term;
(d) costs that violate applicable federal, state, or local laws, regulations, or policies;
(e) costs that are duplicative of funding received from other sources for the same purpose; or

(f) costs otherwise deemed unallowable under CITY or GVRD policies governing the use of public funds.

SECTION 15. Term. This Agreement shall be for a term commencing on July 1, 2026 and expiring on September 1, 2028, unless terminated sooner per this Agreement.

City, at its discretion, shall have the right to extend the term of this Agreement, in intervals of three months, by written notice to GRANTEE. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed 3 years.

SECTION 16. Termination. This Agreement may be terminated with or without cause by either CITY or GRANTEE with thirty (30) calendar days' written notice of termination. No later than ten (10) calendar days of transmission of the termination notice from CITY, GRANTEE shall refund any unused or disallowed portion of the Grant Award. In the event of a breach of this Agreement, CITY may elect to provide written notice of such breach and a reasonable time period in which GRANTEE must cure the breach. If GRANTEE fails to cure the breach in accordance with said notice, CITY may terminate this Agreement for cause, and any unused or disallowed portions of the Grant Funds shall be returned to the City within ten (10) calendar days of said termination date.

SECTION 17. Notice. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective five (5) calendar days from the date of mailing or if personally delivered, from the date of personal delivery. If notice is given by mail, it shall be delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

CITY:

Victoria Grace-Barksdale
Youth Coordinator
City of Vallejo, City Manager's Office
555 Santa Clara Street
Vallejo, Ca 94590
(707) 334-5765
victoria.grace@cityofvallejo.net

GRANTEE:

Pam Sloan
Interim General Manager
Greater Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590
(707) 648-4603
psloan@gvrd.org

SECTION 18. 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.

SECTION 19. 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.

Section 20. Amendment. This Agreement may be amended by mutual agreement in writing between the GRANTEE and the CITY. Any request by the GRANTEE for amendments must be in writing stating the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than thirty (30) calendar days before the effective date of the proposed amendment.

Section 21. Entire Agreement. This Agreement and any attached Exhibits shall constitute the entire Agreement between the parties hereto relating to the Grant Award and may not be modified except by an instrument in writing signed by the parties hereto.

Section 22. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled “Program Goals and Objectives, Obligations and Estimated Budget,” including any attachments

Exhibit B, entitled “Grant Agreement Reports,” including any attachments

Exhibit C, entitled “Insurance Requirements,” including attachments

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first hereinabove appearing.

Greater Vallejo Recreation District,
a Recreation Park and Parkway District

By:_____
Pam Sloan
Interim Executive Director

DATE: _____

(City Seal)

CITY OF VALLEJO,
a municipal corporation

By: _____
Harry E. Black
Interim City Manager

DATE: _____

ATTEST:

By: _____
Dawn G. Abrahamson
City Clerk

APPROVED AS TO FORM:

_____
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

_____
Armond Sarkis
Risk Manager

EXHIBIT A: Program Goals & Objectives, Obligations and Estimated Budget

A. Program Goals & Objectives

Vallejo City Council provided direction to staff on actions to help improve public safety and reduce violence. The Council recommended funding of $300,000 towards subsidizing program costs (from zero up to 80% on a need basis) for children to participate in GVRD year-round programs. This was one of several strategies recommended to mitigate violence and improve public safety. Funding focuses primarily on equitable and inclusive preventative measures to improve public safety and keep Vallejo youth engaged year-round through positive youth development and community building programs and activities.

Recreational and enrichment programs play a critical role in improving public safety by providing positive, structured opportunities for youth development and community engagement. Programs offered by the Greater Vallejo Recreation District (GVRD) serve as a vital resource for young people, promoting improved academic performance, social development, and leadership skills, while reducing the likelihood of involvement in delinquent or criminal behavior.

Access to recreational programs, mentorship, and enrichment activities reduces risk factors associated with violent crime and juvenile offenses, particularly among youth in underserved communities. By offering safe spaces, skill-building opportunities, and positive role models, these programs divert young people from negative influences and foster a greater sense of connection to their community.

Unfortunately, many Vallejo families face financial barriers that prevent their children from participating in these programs. To address this inequity, the City can provide financial assistance or subsidies to ensure all youth have fair access to these essential opportunities, regardless of economic circumstances.

An investment in recreational and enrichment programs is an investment in both the immediate and long-term safety of Vallejo. Supporting expanded access to these programs strengthens the social fabric of our community, promotes positive youth outcomes, and is a proven, preventative strategy to reduce juvenile crime and violence.

Goal: Improve public safety and reduce violence by subsidizing costs to increase participation in recreational activities and access to safe spaces for Vallejo youth

- **Objective #1**: Reduce financial barriers to participation through scholarships for Vallejo youth and families
    - Data and Metrics:
        - # of scholarships awarded per fiscal year quarter
        - Description of activities and programs that youth used scholarships on
        - Amount of funding used per quarter
    - Key Performance Indicators
        - Increase in number of scholarships accessed versus baseline data

- **Objective #2**: Increase access to subsidized youth activities and programs, with an emphasis on teen opportunities
    - Data and metrics:
        - # of new or existing programs funded in whole or partially
        - Approximate number of individuals served
        - Description of use of funds
        - Amount of funding used per quarter
    - Key Performance Indicators
        - Qualitative survey data regarding safety and access

- **Objective #3:** Grantee shall provide increased subsidized programming in districts identified by the City Council. Programming opportunities shall be thoughtfully designed and equitably distributed to ensure access for all participants residing within the City of Vallejo, consistent with the purposes of this Agreement.
    - Data and Metrics
        - # of new or existing programs funded in whole or partially
        - Approximate number of individuals served
        - Description of use of funds in each district
        - Amount of funding used per quarter
    - Key Performance Indicators
        - Increase in the number of programs offered in targeted areas

- **Objective #4**: Increase community access to safe spaces, programs and events
    - Data and Metrics
        - # of Free Day events and activities held
        - Approximate number of individuals utilizing the Free Days and events
        - Description of how the funds were used
        - Amount of funding used per quarter
    - Key Performance Indicator
        - Increase in number of participants

Quarterly Grant Reports will be due within thirty (30) days of the end of each fiscal year quarter that collects data on the objectives.

A **Final Impact Summary Report,** due within thirty (30) days of the grant funds being fully expended**,** will provide wholistic data regarding use of grant funding in the following categories:

- Total funds used in each budget category
- Total number of participants reached by each category
- General use of funds in each category over the life of the grant
- Age distribution of participants
- Gender/Nonbinary breakdown of participants
- Participation breakdown by GVRD program, park, or event
- Successes and challenges

Programming funded through the City grant should:

- Focus on preventative measures through community building and positive youth development
- Expand upon current offerings or create new offerings to provide subsidized recreational and educational opportunities
- Increase the total number of youths participating in GVRD-led recreational and scholarships programs
- Be free or reduced cost
- Only cover scholarship awards to Vallejo youth residents
- Grantee shall provide qualitative and quantitative data regarding positive youth outcomes and shall submit such data in accordance with the quarterly reporting template provided by the City of Vallejo, as referenced in Exhibit B.

B. Use of Grant Funding City grant funding shall be used to subsidize costs for the following five areas:

1. **Youth Scholarships**
   Scholarships to youth from low to moderate income households to participate in new or existing recreational/sport activities and programming through GVRD's existing scholarship program.
2. **Youth Programs/ Events**
   Subsidized costs to participants for new or existing programming offered at parks and facilities and youth events. Youth events are described as events serving youth with 50 or more targeted attendees.
3. **Teen Programs/ Events**
   Subsidized costs to participants for new or existing teen programming offered at parks and facilities and teen events. Teen events are described as events serving youth with 50 or more targeted attendees.
4. **Programming**
   Funding shall be used to support increased programming opportunities. GVRD shall make equitable and data-informed decisions when selecting program locations to ensure accessibility for all youth and families residing within the City of Vallejo. Program distribution shall promote inclusive access and shall not be limited to or restricted by designated districts, consistent with the purposes of this Agreement.
5. **Free Days**
   Increasing access to activities and safe spaces by providing free entry/access/parking, open swim, and/or open gym in identified facilities such as Children's Wonderland, Dan Foley Park, Blue Rock Springs, Franklin Sports Gym, and Cunningham Aquatic Center. Also to include Free GVRD Funded Fieldtrips.
6. **Budget Reallocation and Program Flexibility**
   Allocated funds may be reallocated across eligible program categories at the request of GVRD to support other program types consistent with the purposes of this Agreement, subject to prior written approval by the City of Vallejo's designated representative. GVRD shall submit a written request specifying the amount, purpose, and justification for the proposed reallocation. Approval or denial shall be provided in writing, and no reallocation shall occur without such approval.

GVRD shall be responsible for the following:

1. Managing scholarship program for qualified applicants
2. Providing technical assistance to families filling out scholarship applications as needed
3. Staffing of facilities, sites activities, events and programs
4. Design and curriculum of specific programs to be offered
5. GVRD shall recruit, enroll, and place youth participants through its established registration systems and outreach methods, including its online registration platform and in-person registration processes. Financial assistance for participation shall be administered through GVRD's Youth Scholarship Program in accordance with adopted policies, eligibility criteria, and application procedures. Participant placement shall be contingent upon program availability, completion of required registration materials, and verification of scholarship eligibility, where applicable.
6. Daily operations of youth programming, including program administration and overhead
7. Securing sites and locations for programming
8. Advertising and marketing
9. Data collection to assess funding outcomes and collective impacts
10. Quarterly Measure P grant reporting on use of funds, including any significant changes to estimated budget, due 30 days after the end of each fiscal year quarter
11. Final Impact Summary Report, due within 30 days after funds have been fully expended

C. Estimated Budget

	Program Type	**Estimated Budget**
1	Scholarships	$50,000
2	Youth Programs/ Events	$55,000
3	Teen Programs/ Events	$85,000
4	Targeted Programming	$35,000
5	Free Days	$75,000
TOTAL		**$300,000**

Exhibit B- Quarterly Grant Agreement Reports

Organization: **Date:**_____

_____

Contract Agreement Number

_____

Contact Person

_____

Phone Number

_____

Email

_____

Reporting Period Dates

_____

Report Type

☐ annual ☐ quarterly

Grantee Information

Grant Amount:

$_____

Funding expended during this reporting period

_____

Total funding expended through this reporting period

_____

Remaining award amount

_____

Award Details

Receipts and thorough documentation of grant fund expenditures have been maintained and can be produced upon request

☐ yes ☐ no

Example of Grant Funds Expenditure Log:

Date	Expenditure detail	Expenditure	Budget remaining
	Scholarships (Youth)		**$75,000**
11/30/25	Month of October 2025 Scholarships	$1,000	**$74,000**
	Youth Programming/events		**$50,000**
11/4/25	Soccer Program	$3,000	**$47,000**

Performance Measures & Outcomes

Please provide details about general outcomes that were accomplished through the grant funds.

1. **Scholarships**
   a. # of youth scholarships awarded this quarter:_____
   b. Describe some of the activities/programs that youth used their scholarships on:
      _____
      _____
      _____
      _____
      _____
      _____
      _____
      _____
      _____
   c. Amount of funding used this period:_____

2. **Youth Programs/ Events**
   a. # of new or existing programs funded in whole or partially by grant this quarter:
      _____
   b. Approximate # of individuals served:_____
   c. Describe the general use of funds for this category:
      _____
      _____
      _____
      _____
      _____
      _____
      _____
      _____
      _____
   d. Amount of funding used this period:_____

3. **Teen Programs/ Events**
   a. # of new or existing programs funded in whole or partially by grant this quarter:
      _____

b. Approximate # of individuals served:_____
c. Describe the general use of funds for this category:

_____
_____
_____
_____
_____
_____
_____
_____
_____

d. Amount of funding used this period:_____

4. Programing

a. # of new or existing programs funded in whole or partially by grant this quarter:

_____

b. Approximate # of individuals served:_____
c. Describe the general use of funds for this category in each District:

_____
_____
_____
_____
_____
_____
_____
_____
_____

d. Amount of funding used this period:_____

5. Free Days

a. # of free day activities funded in whole or partially by grant this quarter:

_____

b. Approximate # of individuals served:_____
c. Describe the general use of funds for this category:

_____
_____
_____
_____
_____
_____
_____
_____

d. Amount of funding used this period:_____

Additional Comments:

_____
_____
_____
_____

_____
_____
_____

Grantee Representative Signature
I hereby certify that the goods or materials covered by this report have been performed with the project specifications, are complete and accurate, and are eligible under the agreement.

Printed Name_____

Title_____

Signature_____**Date** _____

This quarterly grant agreement report is due within thirty (30) days of the end of each fiscal year quarter to the City grant representative(s) until all of the grant funds are used.

Final Grant Impact Summary Report is due within 30 Days of the full grant funding being expended.

Quarterly Grant Reporting Form Due Dates:

Fiscal Year and Quarter	Quarter Dates	Grant Agreement Report Due Date
FY 25/26 Quarter 4	April 1, 2026 – June 30, 2026	July 30, 2026
FY 26/27 Quarter 1	July 1, 2026 – September 30, 2026	October 30, 2026
FY 26/27 Quarter 2	October 1, 2026 – December 31, 2026	January 30, 2027
FY 26/27 Quarter 3	January 1, 2027 – March 31, 2027	April 30, 2027
FY 26/27 Quarter 4	April 1, 2027 – June 30, 2027	July 30, 2027
FY 27/28 Quarter 1	July 1, 2027 – September 30, 2027	October 30, 2027
FY 27/28 Quarter 2	October 1, 2027 – December 31, 2027	January 30, 2028
FY 27/28 Quarter 3	January 1, 2028 – March 31, 2028	April 30, 2028
FY 27/28 Quarter 4	April 1, 2028 – June 30, 2028	July 30, 2028
FY 28/29 Quarter 1	July 1, 2028 – September 30, 2028	October 30, 2028

Attachment 1 to Exhibit B- Impact Summary Report

Organization: **Date:**_____

_____

Contract Agreement Number

_____

Contact Person

_____

Phone Number

_____

Email

_____

Grant Term dates

_____

Grantee Information

Grant Amount:
$_____

Award Details

Receipts and thorough documentation of grant fund expenditures have been maintained and can be produced upon request

☐ **yes** ☐ **no**

Example of Grant Funds Expenditure Log:

Date	Expenditure detail	Expenditure	Budget remaining
	Scholarships (Youth)		**$75,000**
4/30/26	Month of April 2026 Scholarships	$1,000	**$74,000**
	Youth Programming/events		**$50,000**
5/4/26	Soccer Program	$3,000	**$47,000**

Performance Measures & Outcomes

Please provide details about general outcomes that were accomplished through the grant funds.

1. **Scholarships**
   a. Total # of youth scholarships awarded through grant:_____
   b. Describe some of the activities/programs that youth used their scholarships on:
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   c. Total amount of funding used for this category :_____

2. **Youth Programs/ Events**
   a. Total # of new or existing programs funded in whole or partially by grant: _____
   b. Approximate # of individuals served:_____
   c. Describe the general use of funds for this category:
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   d. Total amount of funding used in this category:_____

3. **Teen Programs/ Events**
   a. Total # of new or existing programs funded in whole or partially by this grant: _____
   b. Approximate # of individuals served:_____
   c. Describe the general use of funds for this category:
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   d. Total amount of funding used in this category:_____

4. **Programing**
   a. Total # of new or existing programs funded in whole or partially by grant: _____
   b. Approximate # of individuals served:_____
   c. Describe the general use of funds for this category in each District:

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

   d. Total amount of funding used in this category:_____

5. **Free Days**
   a. # of free day activities funded in whole or partially by grant: _____
   b. Approximate # of individuals served:_____
   c. Describe the general use of funds for this category:

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

   d. Total amount of funding used in this category:_____

6. **Age Distribution of Participants**

   _____
   _____
   _____
   _____
   _____

7. **Gender/Nonbinary Breakdown of Participants**

   _____
   _____
   _____
   _____
   _____

8. **Participant Breakdown by Program, Event or Park.**

   _____
   _____
   _____
   _____

9. **Success and Challenges**

10. **Additional Comments**

Grantee Representative Signature
I hereby certify that the goods or materials covered by this report have been performed with the project specifications, are complete and accurate, and are eligible under the agreement.

Printed Name_____

Title_____

Signature_____**Date** _____

This final Grant Impact Report is due within 30 Days of the full grant funding being expended.

EXHIBIT C

INSURANCE REQUIREMENTS

Grantee shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Grantee, their agents, representatives, or employees or subcontractors. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Grantee under this agreement.

1. Minimum Limits of Insurance. Grantee shall maintain limits no less than:

A. General Liability: $1,000,000 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.

B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Grantee is not subject to California Workers' Compensation requirements, Grantee shall file a completed *Request for Waiver of Workers' Compensation Insurance Form* which may be obtained from the City prior to commencing any activity authorized hereunder.

2. Deductible and Self-Insured Retention (SIR). Any deductibles or self-insured retention must be declared to and approved by the City. All SIRs must be disclosed to the City's Risk Manager for approval and shall not reduce the limits of liability.

3. Other Insurance Provisions.

A. Additional Insured Endorsements: The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects; liability, including defense costs, 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; or automobiles owned, leased hired or borrowed by the Grantee. Additional Insured endorsements with respect to General Liability, Auto and Umbrella/Excess Insurance shall be attached to the Certificate of Insurance presented to the City.

B. Waiver of Subrogation Rights Endorsement: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Grantee's performance under

this Agreement. The waiver of subrogation rights endorsement in favor of the City of Vallejo shall be attached to the Certificate of Insurance.

C. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance.

D. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. Acceptability of Insurers. The insurance is to be issued by companies licensed to do business in the State of California. The insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Grantee shall furnish the City with certificates of insurance and original endorsements. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. The City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later. All verification of coverage and other insurance documents shall be mailed to the following address:

City of Vallejo
Attn: Risk Manager
555 Santa Clara Street
Vallejo, CA 94590

7. Subcontractors. Grantee shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold. City will withhold payments to Grantee if the certificates of insurance and endorsements required in this exhibit are canceled or Grantee otherwise ceases to be insured as required herein.

MEMORANDUM

City Manager's Office

DATE: June 16, 2026
TO: Harry Black, Interim City Manager
CC: Gillian Haen, Assistant City Manager
Nalungo Conley, Assistant City Manager
FROM: Victoria Grace-Barksdale, Administrative Analyst ll -Youth Coordinator
SUBJECT: GVRD Measure P Public Safety Grant Information

During the May 12, 2026, Regular City Council Meeting discussion on Item 9.C, approval of Measure P grant agreement to the Greater Vallejo Recreation School District in an amount not to exceed $300,000.00, Council requested additional information regarding the item. City staff and GVRD staff worked collaboratively to provide information related to the request for:

- a survey to gather community input around the needs of Vallejo youth and families
- financial information regarding GVRD, including levels of program subsidization
- additional data regarding income and poverty levels, number of people in households, and other data to help inform equitable decision-making regarding programming and districts
- data related to the previous Measure P grant for $125,000 to GVRD

This data will aid in the decision making and administration of events, programs, and site activations funded through the Measure P Public Safety Grant. Ongoing evaluation and quarterly grant reports are required through the grant term.

1. GVRD Measure P Community Survey Summary

City and GVRD staff put together a short survey for community members to take to help inform programming, prioritize funding decisions, and provide input to GVRD around different needs. The full survey with all questions and results are attached separately. The survey had 126 respondents. Below is a summary of top results and findings:

1. Respondents noted that the top Measure P fund spending categories that would be most beneficial to Vallejo youth and families were **Free Day activities, Scholarships, and Youth Programming**

2. When asked which age groups should be prioritized to address public safety, the top 2 answers were **High School Teens (14-17) and Middle School Youth (11-13)**

3. Respondents' top programs and activities that they would like to see offered were **Sports leagues/Camps, Family/Community Events, and Leadership/Job Readiness Program**s.

4. The top 3 free community events that respondents said they and their families would

attend were **Family Fun Days, Food Truck events, and concerts/ music events**

5. When asked what barriers prevent youth and families from participating in recreation programs, the top 3 answers were **Lack of Awareness/ Information, Cost, and Limited Local Opportunities**

6. The top 3 areas that respondents identified as where they would most like to see programming and events offered were **Parks/ Open Spaces, Community Centers and Downtown Vallejo**

7. Respondents were asked if there was a specific GVRD park or facility near them that they would like to see activated with more recreation. Residents expressed the strongest interest in expanding recreation opportunities at **Dan Foley Park**, **Blue Rock Springs Park**, **Cunningham Aquatic Complex**, **Children's Wonderland**, and **North Vallejo Community Center**. Other mentioned sites included **Wilson Park**, **Regents/Highland Park**, **Franklin, Richardson Park**, **Hiddenbrooke Park, Wardlaw Park, Glen Cove Park, Hillcrest Park, South Vallejo Community Center and Lake Dalwigk Park**.
    a. Other key themes mentioned:
        i. Maintaining year-round access to Cunningham Pool and increasing aquatics opportunities.
        ii. Providing more 0-5 recreation, especially at Children's Wonderland.
        iii. Adding amenities such as playgrounds, seating areas, sports courts, and walking path improvements at parks such as Regents Park.
        iv. Increasing recreation opportunities in neighborhood parks, particularly in North Vallejo and areas with limited access to activities.

8. When asked what positive impacts they believe expanded recreation opportunities can have in Vallejo, the top responses were **strengthening community connections, improving public safety and access to safe spaces, increase physical activity and positive health outcomes, and provide relationship and skill-building opportunities**

9. 42.5% of respondents were from zip code 94591, 31.5% of respondents were from zip code 94590, and 22% of respondents were from zip code 94589

10. 55% of respondents self-identified as parents/guardians, 30.6 % were youth/teen/young adults, 22% were community members, and 16.5% identified as educators/partner organization

11. Respondents were asked if they had any additional comments or input they wanted to share. Many emphasized the need for more accessible, affordable, and consistent recreation opportunities for youth and families throughout Vallejo. The strongest theme was a desire for **expanded programming for teens (ages 13–18)**, including sports, leadership opportunities, job readiness training, life-skills classes, mentorship, and safe spaces to gather after school and on weekends.

    Respondents also expressed interest in **increasing programs for young children (ages 0–5)**, including arts, music, nature-based activities, and family-oriented events. Many highlighted the importance of keeping recreation opportunities low-cost or free and addressing barriers such as transportation and lack of awareness about available programs.

    Additional priorities included **maintaining safe and well-maintained** parks and

facilities, keeping **Cunningham Pool open year-round**, expanding **arts and cultural programming**, and i**mproving communication and outreach** to ensure residents are aware of available activities.

In summary, respondents view recreation and youth programming as critical investments in community well-being, youth development, and public safety, and called for greater focus on engaging young people through positive, accessible opportunities. Respondents, mostly being parents/guardians and young people, provided clear feedback on the types of program and activities that they would like to see including family, community, sports, food truck, job-readiness and music events and programming. Many local sites were noted to provide increased programming, which could help inform the Mobile Recreation Program.

2. Financial Information and Levels of Subsidization

GVRD Program Subsidy & Cost Recovery Chart

Recreation Services Department –Cost Recovery Matrix

Program Type	Community Benefit Level	Estimated Cost Recovery Goal	Estimated Subsidy Level	Funding Sources	Examples
Revenue Generating Programs	Moderate	100%–120%	0%–20%	Registration Fees	Adult Fitness Classes, Specialty Sports Clinics
Standard Recreation Programs	High	70%–90%	10%–30%	Fees + District Support	Youth Sports Leagues, Summer Camps
Youth & Teen Development Programs	Very High	40%–70%	30%–60%	Measure P, Grants, Sponsorships	Teen Summit, Mobile RECess, CIT Program
Adaptive Recreation Programs	Essential Community Service	20%–50%	50%–80%	Grants, Donations, District Support	Adaptive Recreation Events & Programs
Senior Programs & Socials	High Community Benefit	30%–60%	40%–70%	Sponsorships, Donations, District Support	Senior Social, Senior Prom
Community Outreach Programs	Essential Community Service	0%–40%	60%–100%	Measure P, Sponsorships, Grants	Outreach Events, Free Sports Camps
Signature Community Events	Community Identity & Engagement	20%–60%	40%–80%	Sponsorships, Vendors, District Support	Rec Expo, Winter at Wonderland
Scholarship Programs	Equity & Access Focused	0%–20%	80%–100%	Grants, Donations, Measure P	Camp Scholarships, Making Waves Scholarship

Factors That Impact Subsidy Levels

- Community benefit
- Equity and accessibility
- Program demand
- Staffing costs
- Facility operational costs
- Sponsorships and grants
- Measure P support
- Strategic District priorities

Goal of Cost Recovery Model

Balance financial sustainability while ensuring recreation opportunities remain accessible, equitable, and community-centered.

Sample Camp Subsidy & Cost Recovery Example

Measure P Subsidized Youth Camp

Category	Amount
Total Cost of Camp Per Participant	$190
Measure P Subsidy (50%)	-$95
GVRD Additional Subsidy	-$25
Total Subsidy Amount	-$120
Final Cost to Participant	$70

If the total operational cost of the youth camp is approximately $190 per participant. Through Measure P funding, 50% of the program cost ($95) is subsidized to increase accessibility for Vallejo youth and families. GVRD may also contribute an additional subsidy to further reduce barriers to participation. As a result, the final out-of-pocket cost to the participant is reduced to approximately $70, allowing the District to provide affordable recreation opportunities while maintaining quality programming and operational sustainability.

3. Equitable Decision-Making Data regarding Vallejo Youth and Families

Council requested more data that would show the needs of Vallejo youth and families in order to aid in the equitable decision-making regarding programming in each district. Though Council requested that the data be aggregated by district, City and GVRD staff did not have the resources to provide the data in such a manner. City and GVRD staff are presenting alternative data which still provides a clear view of overall needs in the community, and a focus on local neighborhoods, through schools and GVRD sites, and historical GVRD data, which will help inform equitable decision making based on the activation of sites within each district. General data includes an overview of population, household size, and poverty levels in Vallejo, followed by GVRD site and school level data by district, and lastly a snapshot of Fiscal year 25/26 participant data from GVRD . This data, along with historical data of site activations, community input, survey data, and data from the previous GVRD grant will help to shape equitable programming across Vallejo for youth and families.

Vallejo Youth & Household Demographic Overview

Category	Data
Total Population	~126,000 residents
Residents Under 18	~20.5% (~25,800 youth)
Young Adults (18–24)	~8.8%
Families with Children Under 18	32.2%
Median Age	39.8 years
Total Households	43,500 households
Average Household Size	2.85–3 persons
Median Household Income	$90,171
Federal Poverty Level threshold **2 persons** **3 persons** **4 persons** **5 persons** **6 persons** • Considerations for regional factors should be taken	 $21,150 $26,650 $32,150 $37,650 $43,150
Residents Living Below Poverty Line	12%
Renter Occupied Households	43.7%

Source: www.census.gov/quickfacts/fact/table/vallejocitycalifornia
www.coveredca.com/support/financial-help/federal-poverty-level

GVRD Sites and Facilities by District

Measure P funding allows GVRD to strategically bring recreation services directly into neighborhoods and facilities with the highest youth and teen need, while reducing barriers related to cost, transportation, and access. By using demographic data, outreach surveys, school partnerships, and district-wide activation strategies, GVRD can prioritize equitable recreation opportunities throughout all six council districts. Below is a list of GVRD sites by district:

District	GVRD Location Name	Type of Location	Address
Matias	**District 1**		
1	Blue Rock Springs	Community Park	650 Columbus Parkway, Vallejo, CA
1	Hanns Memorial	Community Park	198 Skyline Drive, Vallejo, CA
1	McIntyre Ranch	Special Purpose Park	1 St Johns Mine Rd, Vallejo, CA
1	Northgate Park	Neighborhood Park	4211 Irene Court, Vallejo, CA
1	Orchards Park-Hiddenbrooke	Neighborhood Park	7108 Alder Creek Road, Vallejo, CA

1	Wardlaw BMX/Skate Park & Dog Park	Special Purpose Park	1805 Ascot Parkway, Vallejo, CA
Matulac	District 2		
2	Borges Park	Neighborhood Park	498 Borges Lane, Vallejo, CA
2	Crest Ranch Park	Neighborhood Park	Gateway & Nicole Way, Vallejo, CA
2	Henry Ranch Park	Neighborhood Park	Auburn Drive at Severus Drive, Vallejo, CA
2	North Vallejo Community Center	Community Center	1121 Whitney Ave, Vallejo, CA
2	North Vallejo Community Park	Neighborhood Park	1121 Whitney Avenue, Vallejo, CA
2	Setterquist Park	Neighborhood Park	300 Stanford Drive, Vallejo, CA
Lediju	District 3		
3	Glen Cove Park (School)	Neighborhood Park	605 Glen Cove Parkway, Vallejo, CA
3	Glen Cove Wtrfrnt Pk-Sacred Burial Site	Special Purpose Park	Whitesides Dr off Regatta Dr, Vallejo, CA
3	Highlands Park	Neighborhood Park	101 Regents Park Drive, Vallejo, CA
Palmares	District 4		
4	City Park	Neighborhood Park	425 Alabama Street, Vallejo, CA
4	Crescent Park	Neighborhood Park	501 Poplar Avenue, Vallejo, CA
4	Dan Foley Cultural Center	Community Center	1499 N Camino Alto, Vallejo, CA
4	Dan Foley Park	Community Park	1461 N. Camino Alto, Vallejo, CA
4	Delta Meadows Park	Neighborhood Park	841 Jack London Drive, Vallejo, CA
4	Independence Park	Community Park	Mare Island Way, Vallejo, CA
4	Richardson Park	Neighborhood Park	325 Richardson Drive, Vallejo, CA
4	River Park	Special Purpose Park	485 Wilson Avenue, Vallejo, CA
4	Sheveland Park	Neighborhood Park	103 Coghlan / 95 Craven Street, Vallejo, CA
4	Terrace Park	Neighborhood Park	415 Daniels Avenue, Vallejo, CA
Bregenzer	District 5		
5	Amador Park	Community Park	Amador Street, Vallejo, CA
5	Children's Wonderland	Special Purpose Park	360 Glenn Street, Vallejo, CA
5	Fairmont Park	Neighborhood Park	212 Viewmont / 211 Edgemont, Vallejo, CA
5	Grant Mahony	Neighborhood Park	1395 Arkansas Street, Vallejo, CA
5	GVRD Sports Gym	Gymnasium	501 Starr Avenue, Vallejo, CA
5	Vallejo Community Center	Community Center	225 Amador Street, Vallejo, CA
5	Washington Park	Neighborhood Park	900 Ohio Street, Vallejo, CA
Gordon	District 6		

6	Beverly Hills Park	Neighborhood Park	522 Del Sur Street, Vallejo, CA
6	Carquinez Park	Neighborhood Park	Adams St, Vallejo, CA
6	Castlewood Park	Neighborhood Park	700 Block of Heartwood Avenue, Vallejo, CA
6	Cunningham Aquatic Center	Aquatic Complex	801 Heartwood Ave, Vallejo, CA
6	Lake Dalwigk Park	Neighborhood Park	Lemon Street @ 5th Street, Vallejo, CA
6	Norman King South Vallejo Community Center	Community Center	545 Magazine Street, Vallejo,CA
6	Wilson Park	Neighborhood Park	915 Solano Avenue, Vallejo, CA

School Sites and Data by District

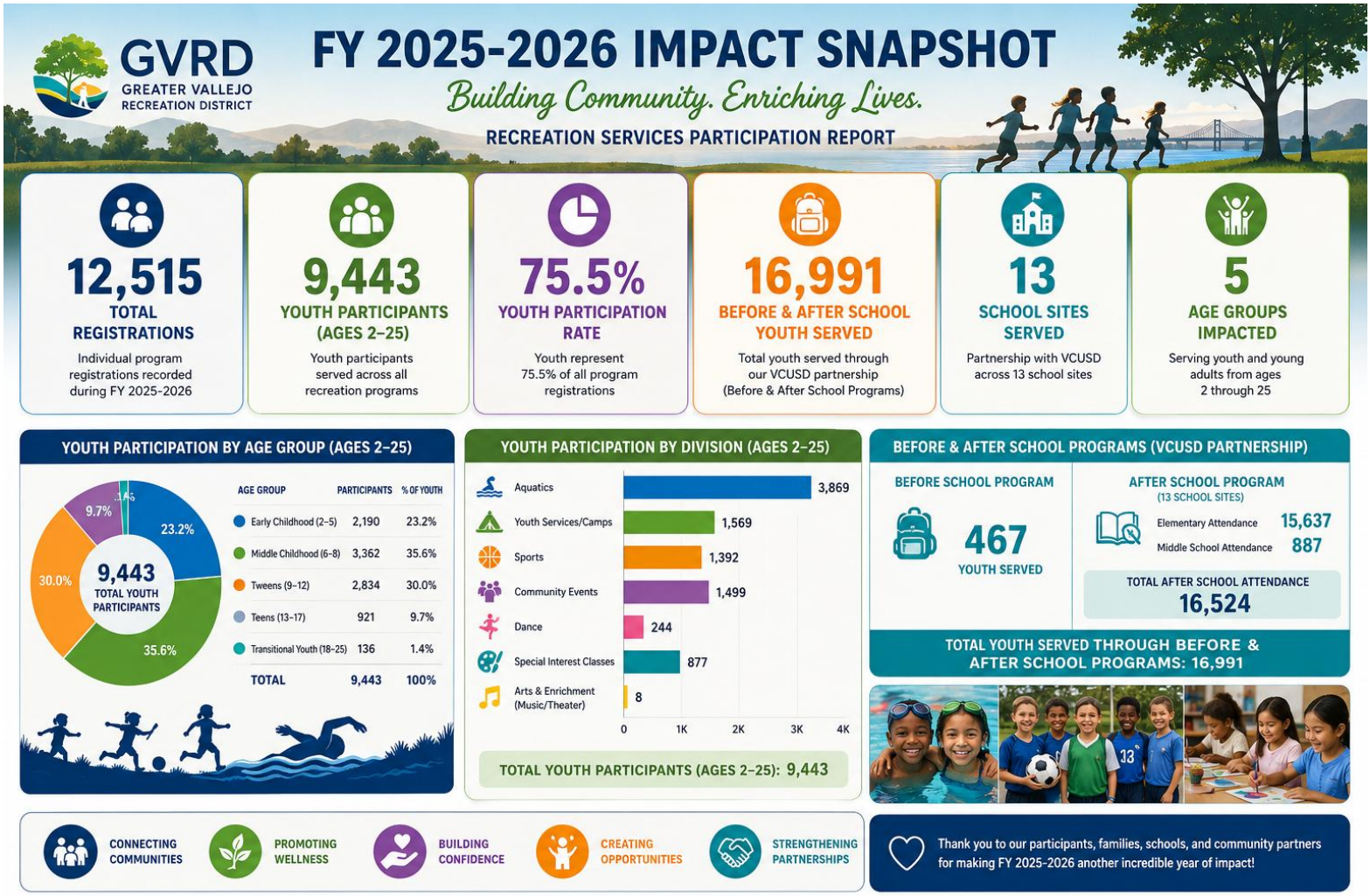
School	Grades	Address	#	Socio Economically Disadvantaged	English Learner	Foster	Chronic Absenteeism
District 1 - Matias							
Wardlaw Elementary School	TK-6	1698 Oakwood Ave, Vallejo, CA 94591	676	66.7%	14.2%	0.4%	34.2%
Jesse Bethel High School	9-12	1800 Ascot Pkwy, Vallejo, CA 94591	1418	78.1%	15.1%	0.4%	
District 2- Matulac							
Dan Mini Elementary School	K-5	1530 Lorenzo Dr, Vallejo, CA 94589	433	78.5%	37.4%	0.0%	27.6%
Solano Widenmann Leadership Academy	TK-8	1025 Corcoran Ave, Vallejo, CA 94589	615	83.7%	32.2%	0.1%	30.5%
Child Development and Expanded Learning Center (former Loma Vista Environmental Sciences Academy)		146 Rainier Ave, Vallejo, CA 94589					
Elite Public School	K-12	100 Whitney Ave, Vallejo, CA 94589	612	64.9%	21.4%	0.7%	30.6%
MIT Middle School	6-8	425 Corcoran Ave, Vallejo, CA 94589	260	77.7%	19.6%	0.0%	20.6%
MIT High School	9-12	2 Positive Place, Vallejo CA 94589	479				

District 3- Lediju							
Glen Cove Elementary School	TK-5	501 Glen Cove Pkwy, Vallejo, CA 94591	441	69.8%	21.8%	0.2%	27.6%
District 4- Palmares							
Federal Terrace Elementary School	TK-6	415 Daniels Ave, Vallejo, CA 94590	228	84.2%	34.6%	0.0%	39.6%
Vallejo Charter School	TK-8	400 Rickover St, Vallejo, CA, 94592	350	72.6%	22.3%	0.0%	32.4%
Griffin Academy Middle School	6-8	233 Hobbs Avenue, Vallejo, CA 94589	111	78.4%	21.6%	0.0%	32.2%
Griffin Academy High School	9-12	234 Hobbs Avenue, Vallejo, CA 94589	186	73.1%	15.6%	0.0%	
District 5- Bregenzer							
Cooper Elementary	TK-5	612 Del Mar Avenue, Vallejo CA 94589	335	81.8%	29.0%	0.9%	38.7%
Highland Elementary (closing)	TK-6	1309 Ensign Avenue, Vallejo, CA 94589	510	88.0%	40.4%	0.2%	45.7%
Lincoln Elementary School (closing)	TK-2	620 Carolina Street, Vallejo CA 94590	70	92.9%	15.7%	0.0%	53.6%
John Finney Education Complex	9-12	1347 Amador Street, Vallejo CA 94590	141	88.7%	39.7%	0.7%	
Vallejo High School	9-12	840 Nebrask Street, Vallejo, CA 94590	1146	85.8%	28.0%	0.6%	
District 6- Gordon							
Cave Language Academy	TK-8	770 Tregaskis Ave, Vallejo, CA, 94591	505	66.7%	30.3%	0.0%	16.4%
Patterson Elementary School	TK-6	1080 Porter Street, Vallejo, CA 94590	353	85.8%	33.1%	0.3%	39.6%

Pennycook Elementary School (closing)	TK-6	3620 Fernwood Drive, Vallejo, CA 94591	364	81.6%	23.1%	0.8%	29.6%
Steffan Manor Elementary School	TK-5	815 Cedar Street, Vallejo CA 94591	433	81.1%	36.7%	0.2%	33.1%
Hogan Middle School	6-8	850 Rosewood Avenue, Vallejo CA 94591	785	83.4%	25.5%	0.3%	34.0%

Sources: https://www.caschooldashboard.org/
https://sarconline.org/public/findASarc

GVRD Fiscal Year 2025/2026 Snapshot



GVRD FY 25/26 Participation by division and age

Division	Early Childhood (2-5)	Middle Childhood (6-8)	Tweens (9-12)	Teens (13-17)	Transitional Youth (18-25)	Total
Aquatics	796	1,512	1,282	223	41	3,854
Youth Services/Camps	134	726	543	166	0	1,569
Sports	158	426	502	264	42	1,392
Community Events	484	454	436	99	26	1,499
Dance	124	103	17	0	0	244
Special Interest Classes	479	141	54	162	41	877
Arts & Enrichment (Music/Theater)	0	0	0	7	1	8
TOTAL	2,175	3,362	2,834	921	151	9,443

4. GVRD Measure P 24/25 Grant -125K Impacts and Summary

As part of the Fiscal Year (FY) 2024-2025 Budget, Vallejo City Council allocated $125,000.00 in Measure P funding for GVRD to offer youth and team scholarships, provide free or reduced after-school and in-parks/facilities programming, create more youth events, and improve promotional/marketing efforts to significantly increase the total number of youth, families and sports teams participating in GVRD-led recreational and sport activities. The term of the grant was March 11, 2025 - July 1, 2026. GVRD has provided quarterly progress reports to the Measure P Oversight Committee on the outcomes of the grant. As of the last grant report from FY 25/26 Q3, GVRD has spent $93,672 of the total grant funds, with a remaining balance of $31,328. The final grant report for FY 25/26 Q4 is due July 30, 2026. GVRD anticipates spending all funds by that time.

Estimated Budget Allocations:

	Program Type	Estimated Budget
1	Scholarships	$50,000
2	Youth Camps	$20,000
3	Programs at Park Facilities	$20,000
4	Youth Events	$25,000
5	Marketing and advertising	$10,000

Grant Report Data and Impacts

1) **212 youth and 3 team scholarships** awarded and used for activities such as:

    a) Vallejo Little League, STEM, cooking, arts and dance programs; Recreational camps at Cunningham and community centers during summer and school breaks

2) **Youth Camps** used minimal funds as they are already free, however **5 programs(~ 100 participants**)were funded including seasonal break camps and sports camps

3) **~3-6 Subsidized programs were funded each quarter** at Dan Foley Turf Field, Callen Field, Children's Wonderland, Cunningham Aquatics Center, which **served approx. 3,800+ individuals**

    a) Mobile Recreation Program, cooking camp for teens, seniors and teens art programs, seasonal/ holiday events: Nightmare on Glenn Street, Snow Many Toys Giveaway, Tree Lighting

4) **10 Youth Events** were sponsored with approximately **1,070+ participants**

    a) Bite Night Teen Activations, Teddy Bear Picnic, Glow in the Dark Dodgeball, Breakfast w/ Santa, Grinch Breakfast, Youth Round-Table, Easter Egg Hunt

5) **Marketing** of programs through outreach events, banners, flyers, postcards, Activity Guides, and Social media campaigns helped strengthen community awareness and drive increased participation

Impact Summary

Measure P were used to support a significant increase in access and participation of activities, events and programs benefiting Vallejo youth and families of all abilities through funding scholarships, supporting new or existing activities in parks and afterschool programs, funding free or reduced cost youth events and increasing promotion and marketing efforts. The grant funding significantly expanded access to youth programming by:

- Supporting **hundreds of scholarships and thousands of program participants**
- Enhancing the variety of **community-based recreation and events**
- Maintaining **equitable access** for underserved populations
- Strengthening **outreach and community awareness**
- While some categories (like after-school and team scholarships) saw limited direct investment, funds were strategically concentrated where demand and impact were highest—particularly individual scholarships, park programming, and youth events
- Impacts and data from this grant were used to help inform strategy for the upcoming 300K Public Safety Grant

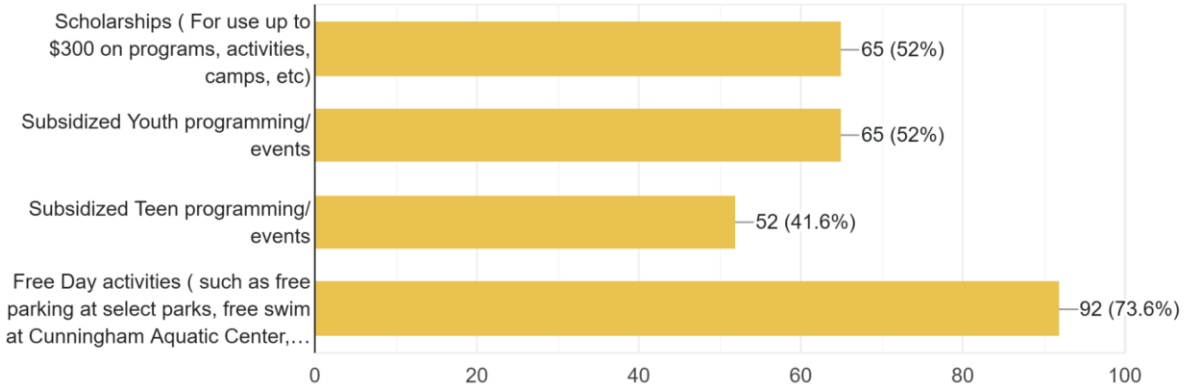
GVRD Measure P Youth Recreation Community Survey Results

126 responses

Question 1

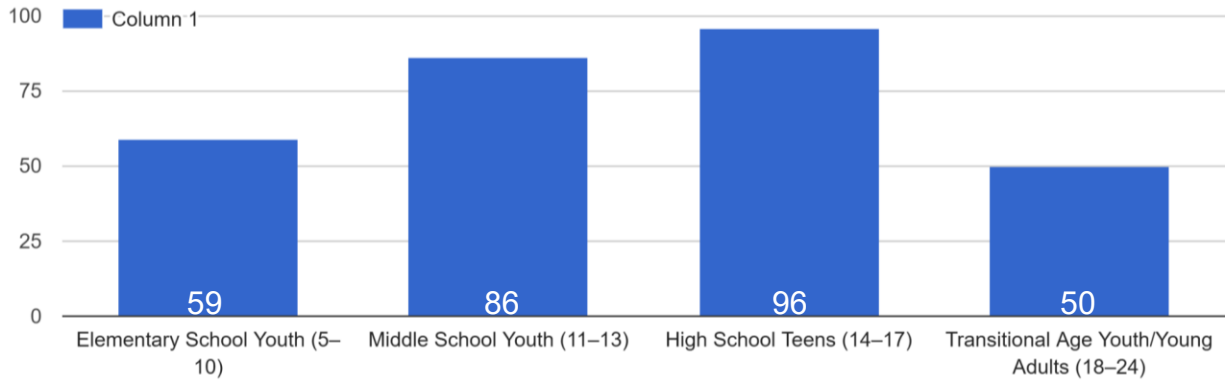
What types of Measure P fund spending categories would be most beneficial to Vallejo youth and families? (Check all that apply)

125 responses



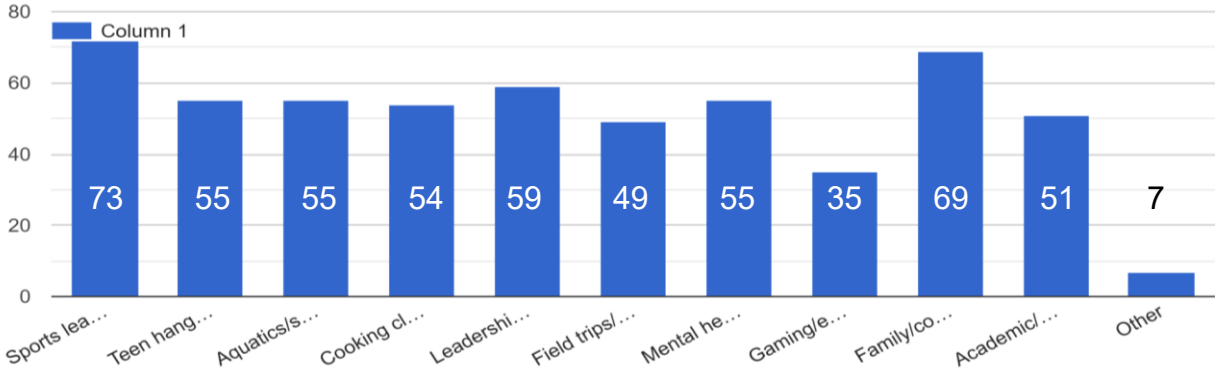
Question 2

Which age groups should be prioritized for Measure P-funded programs to address public safety? (Select all that apply)



Question 3

What types of programs or activities would you most like to see offered for Vallejo youth and teens during the summer? (Select up to 3)



GVRD Measure P Youth Recreation Community Survey Results

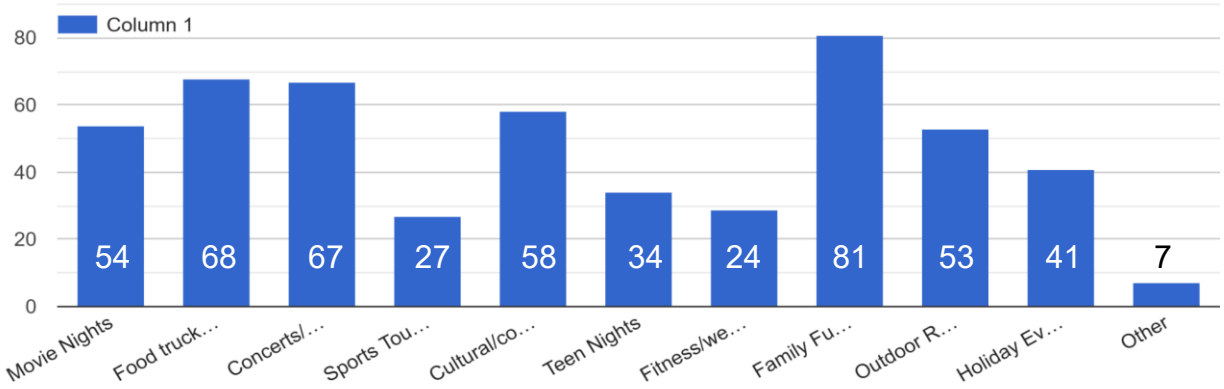
126 responses

Question 3 options:

- Sports Leagues/ Camps
- Teen Hangout Nights/Open Gym
- Aquatics/Swim Programs
- Cooking Classes Camps
- Leadership/Job Readiness Programs
- Fieldtrips/Community Outing
- Mental Health/ Wellness Programs
- Gaming/ Esports Activities
- Family/Community Events
- Academic /STEM Activities
- Other

Question 4

What types of free community events would you and your family attend this summer? (Select up to 3)



Question 4 options

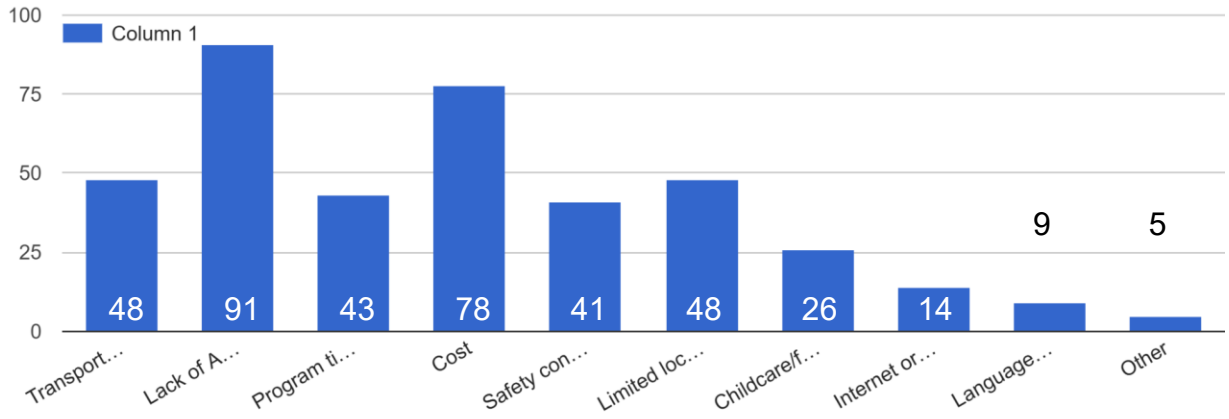
- Movie Nights
- Food truck events
- Concerts/music events
- Sports Tournaments
- Cultural/community celebrations
- Teen Nights
- Fitness/wellness events
- Family Fun Days
- Outdoor Recreation
- Holiday Events
- Other

GVRD Measure P Youth Recreation Community Survey Results

126 responses

Question 5

What barriers prevent youth or families from participating in recreation programs? (Select up to 3)

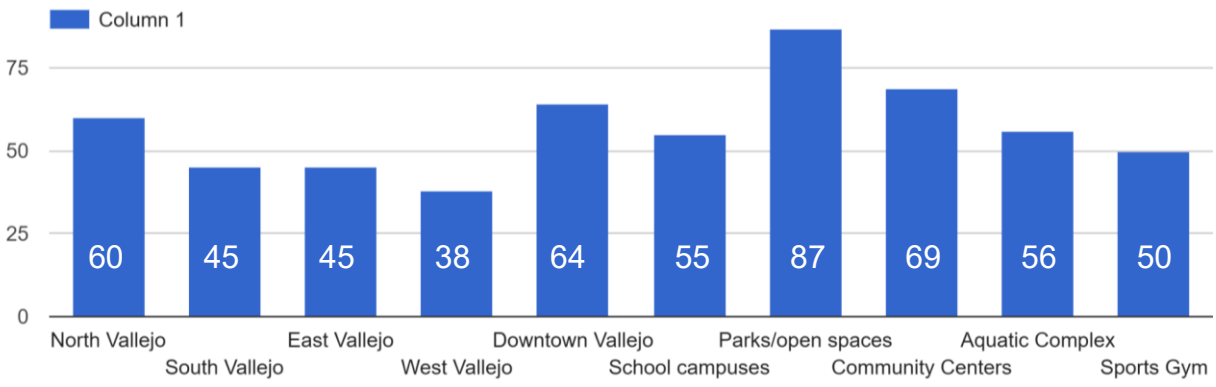


Question 5 options:

- Transportation
- Lack of Awareness/ information
- Program times/schedules
- Cost
- Safety concerns
- Limited local opportunities
- Childcare/family responsibilities
- Internet or registration access
- Language barriers
- Other

Question 6

Which areas of Vallejo would you most like to see programming and events offered? (Select all that apply)



GVRD Measure P Youth Recreation Community Survey Results

126 responses

Question 7

Is there a specific GVRD park or facility near you that you would like to see activated with more recreation? If yes, please name the site.

58 responses

No

Dan Foley

N/A

Children's Wonderland

no

Blue Rock Springs

Cunningham Aquatics

North Vallejo Community center

Hanns park and city park on Sacramento

Glen Cove Park

washington park, wilson park

Foley

No

South Vallejo Community Center

Cunningham Aquatic centwe

Blue rock springs

The park next to Franklin, Wilson park

Highland Park

Highlands Park/regent park

Blue Rock

Downtown, possibly have a park in downtown Vallejo were people feel safe.

I feel like to do every playground close to neighborhood. That would be perfect.

More 0-5 events at Children's wonderland, more free entry to Children's wonderland, longer hours in the winter for Children's wonderland 6 or 7pm please!

Lake Dalwigk Park

North Vallejo

Dan Foley, downtown

Not specifically

Blue Rock Springs Park.

Hillcrest park

Unsure

Please do NOT close Cunningham pool during the winter! Cunningham pool was my family's only option for swimming and closing it during the winter forced us to either go far out of town (no other affordable public pools in the area) or we just did not get to swim at all. Due to medical reasons, swimming is one of the only activities that is gentle enough on my body for exercising and where I'm able to participate fully with my children. Please consider keeping the pool open year round so I can stay healthy all year!

Dan Foley and Richardson park.

Regents Park. (The one with a street running through it!)

Wilson park

Not sure new to the area

Dan Foley is a big park with a large community center and it is not fully used to its potential

Dick Richardson Park in north vallejo

Franklin

Anything that's central to where apartments are In

Hiddenbrooke park, Glen cove park, Wardlaw park, amador st. Community center

GVRD Measure P Youth Recreation Community Survey Results

126 responses

Children Wonderland

The wonderland park

Blue rock springs

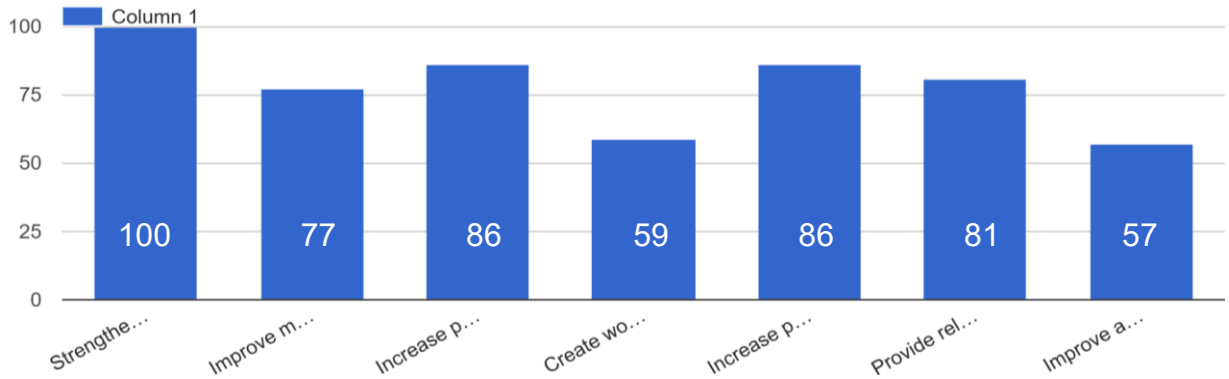
North Vallejo! Really all parks with Space to expand. The parks can have more things to do. Add on playgrounds. Volleyball area , tetherballs , lounge areas and benches . Skating ring area ..

Regency-Put down cushion rubber chips on walking track. It has been too muddy.

Cunningham should be open year roun

Question 8

What positive impacts do you believe expanded youth recreation opportunities could have in Vallejo? (Select all that apply)

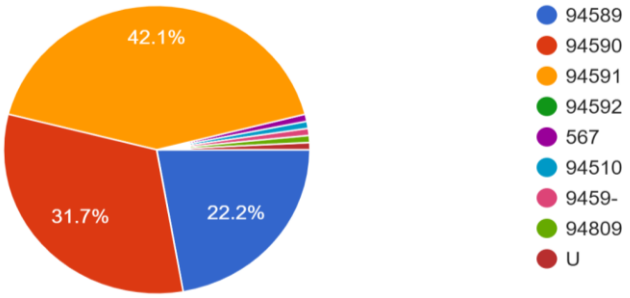


Question 8 options:

- Strengthen community connections
- Improve mental health and wellness outcomes
- Increase public safety and access to safe spaces
- Create workforce development opportunities
- Increase physical activity and positive health outcomes
- Provide relationship and skill building opportunities
- Improve academic engagement

Question 9

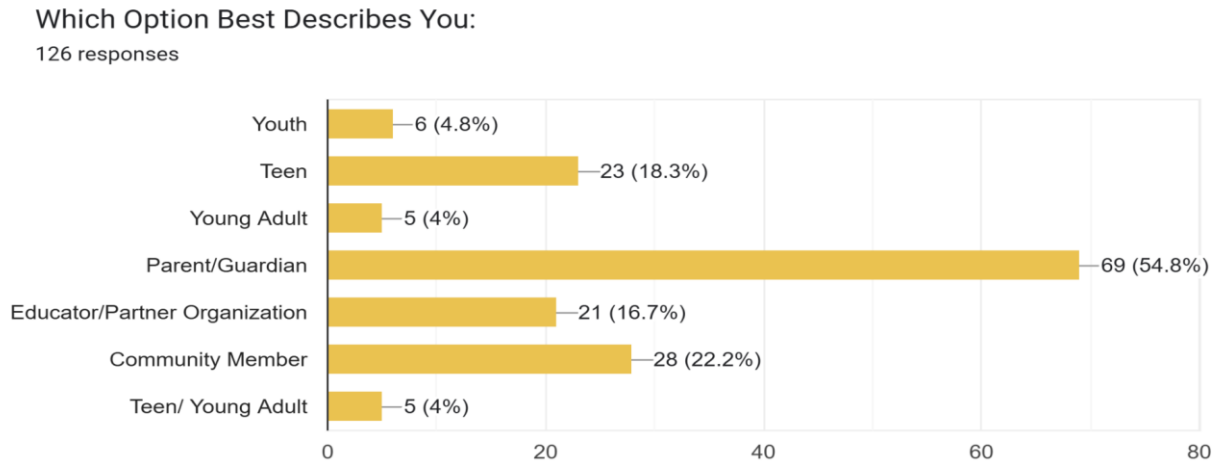
Zip Code



GVRD Measure P Youth Recreation Community Survey Results

126 responses

Question 10



Question 11

Your input is important to us. Are there any additional comments or feedback you'd like to share with us?66 responses

No

no

Please do not close Cunningham pool dueing winter.

I want to see more activities for ages 13 and up.

More police has never worked for Vallejo. It doesn't reduce crime, and it doesn't improve public safety. Please let's prove that investing in our community and engaging our youth is the true way to make Vallejo a city that's beneficial for all. We all love Vallejo. Let's do right by our kids.

Open the gyms to the youth for activities after school hours. Build more modern community centers with modern facilities that the community can share. Create more safe spaces for youth to enjoy after school hours, at night and on the weekends. Not just in North and South Vallejo but in all communities!

Would love to see more programming for 3-4 year olds! It seems like most of the camps, etc have a minimum age of 5. I think you could get some ideas by looking at the American Canyon program guide. I thought that their nature walks and other outdoor style camps sounded really interesting.

I would love to see more youth free opportunities in Vallejo!

concerts in the city parks!

Please keep the pool open year around.

It would be great to have all of the parks clean and safe so that families feel safe bringing their families for events or just to have a nice day at a park.

Paywalls and transportation ruin a lot of youth and teen opportunity. Make things free and give teens a mode of transportation to attend these events!

None

Please make more activities near Highlands park, we have new housing community here and have lots of new families and kids. We love to have some activities or events done here. Thanks'

I feel like the main issues in Vallejo to not having a closer community is worries of safety , worries of transportation to events, and knowledge of knowing these events are happening and where. I think people don't know about these events so they don't go. So expand on marketing. Also people do not have jobs and can bearly afford rent. People do not have money to go to events and pay in those events. Helping people get job a and money will help with getting more people.

I strongly believe that if the children are able to say, go to the community center with a live or the park or a building that was made accessible to the students to go there to learn things get help with homework and I'm not talking about it after school program. I'm talking about something that they can call home and be there up to 8 o'clock at night, especially those that were low older maybe from maybe 10-11 to like About 18 while they're still at school and then have older kids. Be there mentors.

Keep our baseball fields safe and clean for the youth, especially Vallejo Little League, to play in

No thanks

I would love more under 5 programming like storytimes at Children's Wonderland and weekend programming for working parents. If there's a way to do a Spanish language play date that would be amazing as well

I would like to see more community activities in Vallejo, more business opportunities, even a super walmart

I would like to see programs that provide life skills similar to boy scouts, but stuff like fishing, camping, wilderness tips, safety and awareness, archery, etc.

GVRD Measure P Youth Recreation Community Survey Results

126 responses

Thank you! I love when there are events at children's wonderland. The gate and fence makes me feel secure eith my kids

First of all GVRD is doing a great job but there is always room for improvement.

Thank you.

More sports opportunities for kids, and more collaborations with youth sports organizations

Please have more activities for the teens. Especially the older teens (13-18 year olds). It would be nice to have a local teen volleyball team or practice for girls.

n/a

More food access for youth

Again, please keep Cunningham pool open year round!

Glad to see this outreach.

A bicycle pump track at a underutilized park such as Richardson park.

Thank you for asking!!!!

Vallejo has many community events. For future youth events, please advertise (through area newspapers, radio stations, tv stations, community groups, churches, and schools, etc.), to ensure everyone is notified about the events.

More programing for preschoolers.

More things to do in vallejo

This is poorly drafted survey. It seems to be address to only a subset of the population -- see the "Are you a:" question. Another example of the incompetence of GVRD staff.

I love the water and sound bath activities

It would be nice to have something like resume building classes,job fairs cooking classes, typing classes, circuit classes, classes to teach youth how to file taxes, teaching youth how to apply for housing programs etc

I'd love to see more skateboard parks, especially close to bus routes. I am not a parent, but someone who sees we need more activities for kids to direct them in healthy ways. Thanks for asking.

I will not support another tax on local citizens

GVRD Measure P Youth Recreation Community Survey Results

126 responses

We need to mentor our youth to become responsible citizens in our community!

Me gustaría que se concentrara también en los bailes culturales por son muy importantes para no perder muchas raíces y culturas por a este punto la tecnología a avanzado considerablemente y eso puede afectar por que podríamos olvidar poco a poco nuestra raíces y culturas

Community events such as festivals are something a lot of us youth have voted for.

I think the City should invest in area as the children can go to after school and I'm not talking about afterschool program because that doesn't reach the population that needs to be engage in things that will prevent them from getting involved in gang activity and doing wrong things they need to have facility days. They can do the bowling alley basketball areas things that they can learn Mechanic cooking sewing that kind

no

GVRD is so creative with its activities and events. Keep up the good work and target the teens and tweens. Get their buy-in on what types of events would appeal to them and keep them engaged in the community.

Music classes or piano lessons for kindergartners or young elementary school kids would be very welcome!

I like receiving the magazine so I know what is coming up and I receive emails because I have signed up, but I think additional marketing would be beneficial. A booth at the farmers market or other local events. Things like that

Keep up the good work

There has been a lot of inconsistency with programming and it's frustrating. Programs getting cancelled, facilities not being unlocked or open on time. Staff that doesn't seem to care about their work. Programming outside of vallejo seems better and more consistent and cheaper

I believe its time vallejo puts more effort into the youth of this city, always cutting funds and activities within the schools and wonder why the youth have nothing to do but get into trouble!

Consider job training opportunities for youth and young adults.

Look to Benicia Rec as an example.

Vallejo needs to spend tax payers money more wisely.

GVRD Measure P Youth Recreation Community Survey Results

126 responses

Roller skating; Bowling

We need programs for blue-collar tray skills for youth.

GVRD Judo classes need the Franklin Middle School parking lot open.

yes, tap football

I want GVRD to have children Gymnastic classes, my daughter would love that. Its too expensive for us ro do private classes otherwise.

Vallejo has had many wonderful Athletes to matriculate through our city. I would like to see more focus placed on the arts. Music, Dance, creativity, outdoor (rowing, hang gliding, trails, supervised murals, more sharing with “Six Flags” animal care or over nights, supervised trips to Angle, Island, S.F., Oakland and Richmond for the history and Arts.

Leann L

DATE: June 30, 2026
TO: Mayor and Members of the City Council
FROM: Jason Ta, Chief of Police
SUBJECT: **ADOPT A RESOLUTION APPROVING THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH FELTON INSTITUTE FOR THE IHART PROGRAM FOR AN AMOUNT NOT TO EXCEED $1,794,790 THROUGH JUNE 30, 2027, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME**

RECOMMENDATION

Adopt a Resolution authorizing a Consultant and Professional Services Agreement with Felton Institute for the IHART Program for an amount not to exceed $1,794,790 through June 30, 2027, and authorizing the City Manager to execute same.

REASONS FOR RECOMMENDATION

The IHART (Integrated Health and Resource Team) Program is a well-received community service provided by Felton Institute ("Felton") that produces measurable and immeasurable results. The City's Fiscal Year 2025-2026 contract with Felton is slated to expire on June 30, 2026. For the reasons discussed herein, Vallejo Police Department ("VPD") respectfully requests approval of a new contract with Felton for Fiscal Year 2026-2027 to continue the IHART Program for 12 hours every day.

BACKGROUND AND DISCUSSION

Need for the IHART Program

In 2022, CRISIS Consulting conducted an official needs assessment for the City of Vallejo. The assessment revealed that the demand for field-based programs and mental health services (where law enforcement may not be the appropriate first response) has outpaced the resources available through Solano County. VPD, in partnership with community members, local non-profits, and many other stakeholders, worked to develop a new mobile community crisis intervention team to address specific and urgent mental and behavioral health needs in Vallejo via trauma-informed responses and linkages for mental and behavioral health and social services. This IHART (Integrated Health and Resource Team) Program was designed to reduce the need for police presence at certain non-violent calls for service.

Selection of Felton Institute as IHART Program Provider

Felton Institute ("Felton") was selected as the IHART provider after a competitive bidding process and community outreach. Felton's response to the City's May 2023 Request for Proposals was ranked highest (of three proposals) by VPD staff and stakeholders based on a number of factors, including background and capacity, scope of services, and budget. VPD also hosted a community town hall in November 2023 to receive community feedback about the vendors to inform the selection process.

Prior Contracts with Felton Institute for the IHART Program

In January 2024, City Council authorized execution of a one-year Consultant and Professional Services Agreement with Felton to provide IHART program services for 12 hours every day for a total not-to-exceed budget of $912,463. This Agreement was funded by two federal grants obtained and managed by VPD.
On December 31, 2024, the City exercised its option to extend the Agreement for one year, resulting in a term extension to January 31, 2026 ("First Amendment"). The City then pieced together multiple funding sources to

ensure IHART services were continued through June 30, 2025.

Felton's Fiscal Year 2025-2026 contract with the City was for a not-to-exceed amount of $1,598,675 and was funded by three sources: (1) partial carryover of a COPS CIT Grant obtained and managed by VPD, (2) the Connect and Protect Grant obtained and managed by VPD, and (3) Measure P funds. On May 28, 2005, the Measure P Oversight Committee ("MPOC") recommended use of Measure P funds not-to-exceed $1,501,862 for this agreement with Felton. In adopting the City's Fiscal Year 2025-2026 budget, City Council authorized said use of Measure P funds.

Felton expects not to exhaust its Fiscal Year 2025-2026 budget.

Fiscal Year 2026-2027 Agreement with Felton for the IHART Program
Felton provided the City with a $1,794,790 budget for the IHART Program in Fiscal Year 2026-2027, which is $196,115 higher than the Fiscal Year 2025-2026 contract ($1,598,675). The increase is due primarily to the addition of a new Program Lead position to strengthen IHART's on-the ground leadership and provide much-needed relief to the current Program Manager, who has been working many more hours than those for which he is paid. As in prior contracts, the Fiscal Year 2026-2027 contract is for the provision of IHART Program services for 12 hours per day, 7 days per week, 365 days per year. VPD intends to fund this contract from three sources: (1) the SCIP Grant, (2) the Connect and Protect Grant, and (3) Measure P funds.

1. *SCIP Grant*

The SCIP Grant provides $831,377 for certain Felton employee positions in Fiscal Year 2025-2026.

2. *Connect & Protect Grant*

The Connect and Protect Grant provides funding to Felton for certain items in Fiscal Year 2025-2026 and Fiscal Year 2026-2027. At the time of this report, VPD staff expects approximately $100,000 of Connect and Protect Grant Fiscal Year 2025-2026 funds will be unspent by Felton and available for carryover to Fiscal Year 2026-2027 due, primarily, to the substantial delay it took Felton to hire a Case Manager / Navigator, which is one of the positions funded by the Connect and Protect Grant. The exact amount available for carryover will be uncertain until Felton is paid for all Fiscal Year 2025-2026 services. It is impractical to pause the Fiscal Year 2026-2027 contract with Felton until all Fiscal Year 2025-2026 are paid and the amount of carryover funds is confirmed. Accordingly, this report is based upon VPD staff's best estimate of available carryover funds.

The Connect and Protect Grant provides $138,557 to Felton for Fiscal Year 2026-2027 for delineated budget items.

Accordingly, the estimated amount of Connect and Protect Grant funds available for Felton in Fiscal Year 2026-2027 is $238,557.

3. *Measure P*

The purpose of the Measure P funding is to cover the shortfall of grant funding for the IHART Program.

On April 28, 2026, MPOC recommended that City Council approve: (1) carryover of all unspent Measure P funds allocated to the IHART Program in Fiscal Year 2025-2026, to Fiscal Year 2026-2027, and (2) additional Measure P funds, up to $275,000, for Felton's Fiscal Year 2025-2026 contract. On June 9, 2026, City Council

is slated to hold a budget hearing and adopt resolutions relating to the Fiscal Year 2026-2027 budget. If City Council accepts MPOC's recommendation, there will be sufficient Measure P funds to cover any contract expenses that exceed the SCIP Grant and Connect and Protect Grant funds.

FISCAL IMPACT

Funding of Felton's Fiscal Year 2026-2027 contract to provide IHART Program services will come from three sources: (1) SCIP Grant, (2) Connect and Protect Grant, and (3) Measure P funds. Felton is an identified subrecipient of the two grants and the designated recipient of the Measure P funds. As discussed above, the total amount of SCIP funding - $831,377 – is certain. Unfortunately, the total amount of Connect and Protect Grant funds will remain uncertain until the Fiscal Year 2025-2026 carryover is confirmed. Since Measure P funding is intended to cover the shortfall in grant funding for the contract, the precise amount of Measure P funds allocated to Felton's Fiscal Year 2026-2027 contract is dependent upon the amount of the Connect and Protect Grant carryover.

There will be no impact to the General Fund.

During contract implementation, VPD staff will work with Felton staff to finalize which sources are funding each expense.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project that has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

ATTACHMENTS

1.	Resolution - Felton - Contract (FY26-27)
2.	Felton - Contract (FY26-27) - Final

CONTACT

Jason Ta, Chief of Police
jason.ta@cityofvallejo.net

Approved as to form:

By: Veronica A.F. Nebb
City Attorney

RESOLUTION NO. 26-____ N.C.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALLEJO APPROVING THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH FELTON INSTITUTE FOR THE IHART PROGRAM FOR AN AMOUNT NOT TO EXCEED $1,794,790 THROUGH JUNE 30, 2027, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME

WHEREAS, in January 2024, City Council authorized execution of a one-year Consultant and Professional Services Agreement ("Agreement") with Felton Institute to provide IHART (Integrated Health and Resource Team) Program services for 12 hours every day for a total not-to-exceed budget of $912,463; and

WHEREAS, on December 31, 2024, City exercised its option to extend the Agreement for one year, resulting in a term extension to January 31, 2026; and

WHEREAS, the City pieced together multiple funding sources via a First Amendment to said Agreement to ensure IHART services were continued through June 30, 2025; and

WHEREAS, on August 5, 2025, Council authorized execution of a second Consultant and Professional Services Agreement with Felton Institute to provide IHART Program services for 12 hours every day during Fiscal Year 2025-2026 (July 1, 2025 through June 30, 2026) for a total not-to-exceed budget of $1,598,675; and

WHEREAS, the IHART Program has produced results and is well-received in the community; and

WHEREAS, Felton Institute proposes to continue its IHART model (12 hour per day, 7 day per week, 365 days per year) through June 30, 2027, and add a Program Lead position, for a total amount not to exceed $1,794,790; and

WHEREAS, between the BSCC SCIP grant, BJA Connect & Protect grant, and Measure P funds, there is sufficient budget to fund this third Consultant and Professional Services Agreement with Felton Institute to provide IHART program services for 12 hours every day during Fiscal Year 2026-2027.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vallejo hereby approves a Consultant and Professional Services Agreement with Felton Institute to provide IHART Program services during Fiscal Year 2026-2027 for an amount not to exceed $1,794,790.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager is authorized to execute said Consultant and Professional Services Agreement with Felton Institute

for an amount not to exceed $1,794,790.

Adopted by the City Council of the City of Vallejo at a regular meeting held on July 14, 2026, with the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
ANDREA SORCE, MAYOR

ATTEST:
_____
DAWN G. ABRAHAMSON, CITY CLERK

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 1st day of July, 2026, by and between the City of Vallejo, a municipal corporation ("City"), and Felton Institute, a California nonprofit public benefit corporation, hereinafter referred to as "Consultant", who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. Payment. City shall pay Consultant for services rendered pursuant to this agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. Indemnification. Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates 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 Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

Consultant shall also indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates 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, related to costs or benefits associated with California Public Employment Retirement System (CalPERS) membership where Consultant supplies a CalPERS member who

CalPERS determines is subject to enrollment.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. Insurance Requirements. Consultant agrees to comply with all the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence. In addition any accident or damage involving a City-owned motor vehicle shall immediately be reported to Consultant's commercial automobile insurance carrier and Consultant shall formally tender such claim on behalf of the City and notify the City Risk Manager immediately.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or

performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licenses, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval,

conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that Consultant is unable to meet the completion date or schedule of services, Consultant shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. If a position requires an incumbent to have certain credentials or licenses, a staff member's failure to maintain said credentials throughout the term of this Agreement shall constitute a material breach and grounds for termination of this Agreement. Consultant shall provide City with complete, legible copies of each employee's credentials and licenses required by this Agreement.

Payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. General Prohibition on Assignment of CalPERS Members and Annuitants. Consultant shall not hire, employ, or use, as an employee, subcontractor or agent of Consultant (Assigned Individual) any California Public Employment Retirement System (CalPERS) member or annuitant in connection with the provision of services under this Agreement. Nor shall Consultant allow any of its subcontractors, agents, or other representatives to employ CalPERS members or annuitants for the purpose of performing work under this Agreement. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

The City Manager and the Human Resources Director may together approve an exception which they determine either: (i) meets the requirements of CalPERS relating to Independent Contractors; or (ii) where such Assigned Individual who is an Annuitant, has not, and will not, exceed 960 total hours in a fiscal year (July 1 to June 30) for all CalPERS employers combined, and satisfies all other CalPERS annuitant requirements. No Assigned Individual, regardless of CalPERS membership at the time the labor is provided, may exceed 1,000 hours in a fiscal year (July 1 to June 30).

16. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

17. Term. The term of this Agreement shall commence on July 1, 2026 and shall continue in full force and effect until June 30, 2027.

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of one year or less by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed three years.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

18. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving 60-days notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no

further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

19. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

20. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

21. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

22. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

23. Non-Discrimination/Fair Employment Practices.

(a) Consultant shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

24. 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:

Awab Manzoor
Administrative Manager
Vallejo Police Department
111 Amador Street
Vallejo, CA 94590

If to Consultant:

Al Gilbert
President and C.E.O.
Felton Institute
1005 Atlantic Avenue
Alameda, CA 94501

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

Nothing in this Agreement modifies the City's ownership of vehicles and personal property acquired for Consultant's use during operation of the IHART (Integrated Health and Resource Team) Program.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation

arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit C, entitled "Insurance Requirements," including attachments

Exhibit D, entitled "Mandatory Grant Provisions," including attachments, that mandates "subcontractors," such as Consultant, comply with certain provisions.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

FELTON INSTITUTE,
a California nonprofit public benefit corporation

By: _____
Al Gilbert
President & CEO

DATE: _____

CITY OF VALLEJO,
a California municipal corporation

By: _____
Harry E. Black
Interim City Manager

DATE: _____

ATTEST:

By: _____
Dawn G. Abrahamson
City Clerk

(City Seal)

APPROVED AS TO FORM:

By: _____ *for*
Veronica A. F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

By: _____
Armond Sarkis
Risk Manager

EXHIBIT A

SCOPE OF WORK

1. Representatives. The City Representative for this Agreement is:

Claudia Williams
Administrative Analyst II
Claudia.Williams@cityofvallejo.net

The Consultant's Representative for this Agreement is:

Rayvon Williamson
Program Manager
RWilliamson@felton.org

All routine administrative communications between the parties will be between the above-named representatives and may be by personal delivery, mail, facsimile transmission, or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided. The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. Time for Performance. Consultant will complete all services by June 30, 2027.

4. No Set Work Hours. Consultant shall be solely responsible for determining the working hours of its individual personnel, employees, agents, and representatives within the limitations otherwise provided in this Agreement.

ATTACHMENT 1 OF EXHIBIT A

IHART Contract Executive Summary

IHART (Integrated Health and Resource Team) is a mobile community crisis intervention team that is staffed by Felton Institute (Consultant) employees, including EMTs and Community Responders / Crisis Intervention Workers. This multidisciplinary team will respond to non-violent, non-emergency calls for services dispatched through the Vallejo Police Department (VPD) Communications Center. IHART will provide residents of the City of Vallejo with trauma-informed responses and linkages for mental and behavioral health and social services-related calls, thus reducing the role of police for these calls and improving outcomes for individuals experiencing mental health, substance use disorder, chronic homelessness and other social services-related crises. The IHART team will also provide proactive education and outreach to those who are frequent users of the system, with a focus on holistic wrap-around services, linkages, engagement, and follow-up with those who have been contacted by the mobile response team, as well as assisting these vulnerable community members in accessing long-term continuity care and services. This IHART Program also seeks to mitigate and respond to institutional structures that exacerbate inequalities for the target population by providing immediate critical support and assistance in navigating existing services and reducing police response. Consultant will work closely with VPD and Vallejo Fire Department (VFD) to ensure continued integration of the IHART program in existing first-response systems and processes. Consultant's staff operating IHART will also focus on providing proactive, easily accessible, culturally-responsive resources for individuals and families in crises. A responsive communication strategy aimed at improving understanding, trust, and collaboration will be developed to ensure residents and community-based organizations are both engaged and aware of IHART as an access point for preventative mental health care.

I. The Purpose of the Program is to:

A. Operate a mobile crisis team serving the entire City of Vallejo, 365 days a year, to enhance crisis response for those in Vallejo experiencing a mental health crisis or non-violent dispute;

B. Respond at least 12 hours per day, 7 days per week, and 365 days per year. IHART must provide community-based crisis intervention, welfare checks, screening, assessment, and referrals to appropriate resources (based on the individual's needs, age, etc.).

C. Provide timely in-person response – with a targeted response time of 10 – 20 minutes from dispatch to arrival – deployed through the VPD's dispatch system and through radio communication with VPD.

D. Increase the level of trust in the Vallejo community to call for help when they have a need for mental or behavioral health assistance, specifically in communities that are underrepresented and underserved by mental health services and support.

E. Reduce the number of non-emergency calls for police and medical services.

F. Mass distribution of linkages to social services to reduce the need for police or medical calls for service.

G. Reduce emergency room utilization among those who are experiencing behavioral health challenges or non-emergency medical crises.

H. Disrupt the disparity in communities seeking mental health support services, specifically addressing underrepresented and underserved communities

I. Increase the awareness and availability of preventative mental health support services for underrepresented and underserved community members.

J. In collaboration with VPD, assist communities following major incidents, providing immediate emotional support, and referrals for counseling after events like homicides or drive-by-shootings.

K. Neighborhood Watch Collaboration with VPD, fostering community relationships and ensuring public safety.
L. Faith-Based Crisis Support working closely with VPD Chaplains when families require support navigating crisis with religious considerations.

II. Hours of Service

Consultant's employees will operate the IHART program 12 hours per day , seven days a week, 365 days a year.

III. Area of Patrol and Transportation Services

IHART shall provide proactive outreach and respond to crisis intervention and mental/behavioral health support service needs within the geographical boundaries of the City of Vallejo. The City of Vallejo will provide transportation vehicles for the IHART team to respond to all calls for service. IHART shall maintain an emphasis in proactive outreach, servicing, and preventative services in the highest-risk areas of Vallejo, public spaces such as parks, and other areas as identified between VPD and IHART personnel.

IV. Types of Services to be Provided by Consultant's Staff Operating IHART

A. For the purposes of this Agreement, the term "transport" means to provide a courtesy ride to a willing, self-ambulatory person who requires no medical attention or treatment during transport. In addition transportation assistance can be provided through other supportive means, e.g., Muni tokens, BART Pass, Lyft/Uber etc. to help with gaining access to services in the context of Barrier Removal. IHART personnel shall observe, and reach out to any person, in a public place who meets any of the criteria referenced below.
    1. Persons Intoxicated/Under Influence of Controlled Substances
        a) If the person is unconscious, and cannot be aroused, the IHART EMT should assess the individual and if necessary, request an ambulance to assist in the medical evaluation.
        b) If the person is willing, IHART shall transport him/her to the appropriate licensed or certified open treatment facility within the City or the County if:
            (1) The person is conscious but appears mentally ill, intoxicated or under the influence of a controlled substance; or
            (2) IHART has reasonable cause to believe that the person is dangerous to themselves.
        c) If the person is unwilling to be transported to a treatment center, but appears to be in any of the conditions described in subsections above, A.1(b)(1) or A.1(b)(2), or IHART has reasonable cause to believe the person is dangerous to others, IHART personnel shall immediately notify VPD dispatch to have police officers respond, and shall stand by to assist the officers, as necessary.
        d) If IHART personnel has reasonable cause to believe a person is intoxicated or under the influence of a controlled substance while in a public place, IHART personnel may counsel the person on treatment and detoxification options, and if the person is willing, transport them to an appropriate open facility for further assistance.

B. Persons Needing Non-Medical Care or Treatment for Mental Illness
If a personal appears to be in need of care or treatment for mental illness, but not dangerous to themselves or others, IHART may counsel the person on treatment options and, if the person is willing, transport them to an appropriate facility within the City or County. Transports to appropriate Kaiser Medical Facilities may be permitted if necessary and upon notification to VPD dispatch.

C. Persons in Need of Immediate Shelter
When requested by VPD dispatch, or a supervisor from VPD or VFD, IHART shall provide transportation to mentally ill or disoriented persons in need of immediate transport to an appropriate open shelter or treatment center or provide such person's transportation to and from other open social services agencies or publicly organized and sponsored shelters within the City or County.

D. First Aid and Chronic Care
1. The IHART EMT shall provide medical evaluations within their scope of training and experience and shall request an ambulance for any medical needs outside of that scope.

E. General Responsibilities of Consultant Staff Operating IHART
1. Consultant staff operating IHART can request police assistance to be present at any scene where they do not feel safe, and an officer will be dispatched as soon as an officer is available. If there is a call for service that IHART personnel are concerned about responding to, then they shall contact the on-duty police sergeant before they respond to the call for service.
2. Consultant acknowledges it is appropriate for IHART personnel to respond and provide services in the following circumstances:
    a) Counseling and intervention for depressed or suicidal subjects
    b) Transportation for mental health services, substance abuse services, nonemergency medical care, or shelter resources
    c) Non-violent intoxicated subjects in a public place
    d) Non-violent subjects under the influence of a controlled substance in a public place
    e) Minor medical complaints that do not require emergency medical care
    f) Family disputes where there is no indication of a criminal violation, weapons, or any potential of violence.
    g) Welfare checks where there is no crime suspected
    h) Report of a disoriented person
    i) Provide support for individuals in need of shelter or housing services
    j) Collection of drug paraphernalia for destruction
    k) At the request of any Vallejo Police Department or Vallejo Fire Department personnel on the scene of an incident
    l) Basic immediate needs such as water, food, and clothing
    m) Triage, screening, and assessment
    n) Emotional support
    o) Crisis intervention and de-escalation
    p) Risk assessment/Risk of harm to self
    q) Suicide prevention and intervention
    r) Psycho-social support
    s) Peer support services
    t) Referral to local area resources including coordination with medical and behavioral health services and homeless services providers and resources, including housing assistance referrals

F. Provision of Services at Direction of the City of Vallejo
1. All IHART-provided proactive outreach, crisis intervention, and transportation services shall be subject to VPD directional and programmatic input. IHART shall respond to all VPD radio dispatches and contacts from police and fire personnel requesting mobile crisis intervention services or IHART assistance unless they are already assigned to another call for service of a higher priority. IHART shall immediately suspend the services under Section IV, A, B, or C, herein, when notified to do so by the VPD Program Coordinator or by a VPD Police Supervisor or Officer. If a provision of service hereunder is suspended due to notice by VPD, IHART shall

reinstate the service upon notice to do so by VPD. While providing services hereunder, IHART shall obey all lawful commands and directions received from police and fire personnel.

G. Consultant shall employ a Case Manager/Navigator as part of the IHART program team to provide the following additional services to improve public health and public safety: (1) develop and deploy an Assertive Community Treatment (ACT) Model & Sequential Intercept Model to identify gaps and opportunities to assist with wrap-around services to divert Vallejo residents from hospitalization and arrest; (2) implement a curriculum to educate family members and care givers who support Vallejo residents experiencing Serious Mental Health challenges; and (3) establish an educational campaign for VPD and IHART staff to improve public safety by ensuring officers and first responders have the training to engage individuals with co-occurring disorders.

1. ACT Model will focus on specific needs and goals of each individual, tailoring services to their unique situation. Sequential Intercept Model (SIM) will focus on Intercepts -2 Prevention, -1 Early Prevention and 0 Increase Community Response Services.
2. Utilize National Alliance of Mental Illness (NAMI) trainings that are designed to expand family members' and care givers' compassion to promote a collaborative model of care.
3. Establish Motivational Interviewing and Restorative Justice Trainings for officers to help identify the different stages of change and to utilize the approach of open-ended questions, affirmation, summary, and reflection

V. Consultant Provided Staff

A. Consultant will provide the following staff to ensure the IHART program is operated 12 hours per day, 7 days per week.

Employee Classification	General Services Provided
Program Manager – 1.0 FTE	• Oversees the IHART program and assists in managing all aspects of operations of IHART to include planning, growth, staffing and program development. • Provides case management services. • Serves as the liaison between IHART and VPD staff. • Serves as the liaison to external partners, such as other police departments, local governments, mental health and social services, including County service providers, and other internal agency programs and departments. • Develops and supports a training plan that ensures all IHART members have sufficient baseline and ongoing training in key skill areas related to their staff function, including required certifications. • Assists in the development of annual program goals, objectives and activities as well as exploring trends and considering the future expansion of IHART. • Ensures all City safety protocols are maintained to provide a safe, open and welcoming work environment. • Ensures all services meet the highest standards of care while adhering to documentation requirements maximizing the use of evidence-based and best practice treatment models and/or industry standards. • Ensures services are designed and delivered in a manner that facilitates progress toward identifiable client goals while maintaining a reasonable degree of client satisfaction. • Ensures that all legal, regulatory, and contractual requirements applicable to the I H A R T Program are adhered to and/or delivered, including compliance with program certifications. • Oversees, assists, monitors, and provides direction to staff in the planning, development, reviewing, and implementation of client care, client services and record keeping.

Program Lead – 1.0 FTE	• Supports the Program Manager in providing oversight of the IHART program. • Provides direct services to IHART program participants, including crisis intervention, assessments, and connection to community-based resources. • Serves as the primary point of contact for an assigned caseload. • Collaborates with the Program Manager to implement program models in accordance with desired delivery outcomes. • Supports compliance with evidence-based practices. • Participates in the delivery of training and program presentations as assigned. • Actively engages in the IHART program's outreach campaign and collaborate with other internal departments on media and outreach materials. • Facilitates community involvement and advocacy efforts. • Contributes to assigned committees and meetings, representing the IHART program in Vallejo, and other meetings. • Attends and participates in assigned training for professional, program, and agency development and engagement activities.
Mental Health Rehabilitation Specialist – 0.75 FTE	• Minimum Education: Master's degree in social work, counseling, or psychology. Licensed Clinician preferred. • Performs intake and comprehensive assessments of adults who may have psychiatric and dual diagnosis disabilities (substance use disorders). • Provides clinical case management services including evaluations, service plan development, assisting clients with accessing housing, financial, medical, and other needed services. Coordinates with other service providers. • Provides services to address underlying mental health concerns such as depression, anxiety, complex trauma, and addiction within the context of a harm-reduction approach and strength-based client-centered work. • Provide crisis prevention planning and crisis intervention support, as appropriate. • Conducts aggressive community outreach and engagement to safely provide services to clients. • Maintains clinical records after each client contact or service, in accordance with industry best-practices.
Crisis Intervention Workers / Community Responders / EMTs – 7.0 FTE	<u>Crisis Intervention Workers / Community Responders</u> • Employees with relevant lived experience. • Provide support in the planning and provision of services. • Provide input to the Mental Health Rehabilitation Specialist and other members of IHART in the development of client assessment and family member policies. • Advocate for, and represent, client and family members within the mental health system and provide individual support and accurate information to assist families or support persons interacting with the system, community supports, and services. • Assure that services comport with client's acuity and are delivered with cultural sensitivity and in the preferred language of the family receiving support services. • Provide accurate and relevant information to the client and family members regarding legal processes in the mental health system. <u>Emergency Medical Technicians (EMTs)</u> • Employee with EMT Card • Make decisions regarding transportation of any person to a non-emergency medical care provider, shelter, or to an alcohol, drug, or mental health treatment facility. • Respond to a broad range of non-life-threatening medical calls and situations without law enforcement and EMS presence.
Administrator and Community and Crisis Impact Liaison – 1.0 FTE	• Provides operation leadership and coordination. • Manages program data, reporting, and compliance. • Facilitates communication and collaboration across a multi-disciplinary team. • Leads community outreach and trust-building initiatives with local partners, schools, and residents • Prepares budgets within assigned program(s) and monitors expenses to ensure budgetary compliance. • Manages IHART program data collection, analysis, and reporting to support evaluation and funding compliance. • Tracks IHART team incident reports and data entries. • Supports IHART team development through coordination of training, team building exercises, and wellness activities.

	• Manages vehicle maintenance calendar. • Schedules and facilitates team meetings.
Case Manager / Navigator – 0.5 FTE	•Assists individuals and families connect with essential services and support systems, such as healthcare, housing, and social assistance •Provides information, guidance, and support to help individuals navigate complex systems and access available resources. •Works closely with Program Manager to develop and deploy an Assertive Community Treatment, ACT Model & Sequential Intercept Model (SIM) to help to identify gaps and opportunities to assist with wrap-around services to divert Vallejo residents from hospitalization and arrest. •Works closely with Program Manager to implement a curriculum to educate family members and care givers who support Vallejo residents experiencing serious mental health challenges.
Division Director – 0.10 FTE	• Provides divisional oversight to ensure that all legal, regulatory, and contractual requirements applicable to the Program are adhered to and/or delivered, including compliance with program certifications. • Oversees, assists, monitors and provides directions to staff in the planning, development, reviewing, and implementation of IHART client care, client services, and record keeping and documentation. • Acts as a representative of Felton Institute with government agencies, the community and the public relative to funding, contracts, and delivery of services with community leaders.

B. Consultant shall provide to VPD's Program Coordinator complete, legible copies of all relevant credentials and licenses of each IHART employee before that employee provides any services relating to the IHART Program. Consultant shall also immediately inform the VPD Program Coordinator should any such credentials or licenses change or lapse during the term of this Agreement.

C. Consultant staff operating the IHART program shall have experience collaborating with other community-based organizations and a commitment to building a network of shared providers and resources. This effort is grounded in collaboration and collective impact, and as such, all staff should be committed to cross-organization and cross-sector transparency and coherent efforts.

D. Consultant staff operating IHART shall have the following responsibilities and complete the following activities:

1. Provide system navigation for clients who have just experienced an acute mental health or substance abuse challenge, including assisting and encouraging clients to access various medical, detention, psychiatric care, and substance abuse services as needed and/or directed by qualified personnel.
2. Provide transportation to clients in vehicles assigned by City to the IHART Program only.
3. Facilitate peer and family support groups as needed.
4. Assist Program Manager in planning, implementing and monitoring services to meet the needs of each client and their family members, as applicable.
5. Represent client and family members' issues to mental health and substance abuse managers, supervisors, and staff to enhance awareness and sensitivity regarding concerns.
6. Train, inform and assist client and family members in developing skills to care for and effectively advocate for the client and family members receiving services. Provide similar training to mental health and substance abuse staff to facilitate client and family involvement in services.
7. Provide support and information to assist family members of individuals with mental health and substance abuse challenges who are incarcerated in the county jail, by way of coordination and communication with the Mental Health Jail Liaison.
8. Ensure clients and families are aware of current legislation that may impact the services provided to client and family members.

9. Maintain written records of client / family members' or identified support persons' requests for assistance, including describing problems, actions taken, and results. Enter, track, and manage client and family services data; generate reports as needed. Communicate effectively with the client, family or identified support persons, treatment staff, supervisors, managers, administrators, support staff, and other involved entities, about concerns or grievances pertinent to the request for services.
10. Attend team meetings for IHART at the request of VPD, VFD or the City Manager.
11. Utilize an asset-based or strength-based approach to working with families and individuals in crisis
12. Utilize culturally and linguistically sensitive mental health and engagement practices
13. All staff assigned to the IHART program will consistently support the mission and objectives of the City of Vallejo by maintaining privacy and confidentiality of client information, protecting the assets of the organization, acting ethically and with integrity, and adhering to applicable federal, state and local laws and regulations.
14. Develop strategic partnerships with state and local organizations, and communications strategies, to facilitate and support advocacy efforts that reflect best practices for full community engagement and empowerment.
15. Perform community outreach and engage in public speaking to increase public awareness of the impact of mental illness on clients and families, preventative practices, and the importance of family and community involvement in the treatment of the clients we serve.
16. Collaborate with partners to help organize and participate in community events to promote IHART services, provide resources, and decrease stigma.
17. Explore and maintain community resources to provide citizens and consumers with appropriate and up-to-date resources and support.
18. Represent client and family interests in various community committees and task forces.
19. Establish and maintain collaborative relationships with peer and family support groups and other community providers.
20. Practice culturally and linguistically competent communication and engagement strategies, including translation and transcription as appropriate.
21. Specifically target and track the inclusion of underserved and underrepresented community populations to mitigate disparate engagement.

VI. Staffing Restrictions

A. Consultant represents that its employees have experience and training to provide services as described herein in a reasonable and responsible manner. The City relies upon this representation in entering into this contract. Consultant shall facilitate a background check of prospective employees and shall inform prospective employees that their full name, date of birth, driver's license number, credentials/certifications, and any other job-related information, will be provided to the VPD for any necessary background and security clearances. These clearances are needed before using a police radio or operating a City vehicle. All employees will be trained to operate the police radio.

B. During the provision of patrol, crisis intervention, and transportation services under this contract, the City provided vehicle(s) shall be staffed by at least two (2) persons per vehicle. At least one (1) person shall be currently certified as an Emergency Medical Technician, Paramedic or Registered Nurse, and (1) person shall be a Crisis Intervention Worker or Community Responder. The EMT/paramedic shall serve as a transportation officer. The transportation officer shall make the final decision regarding transportation of any person to a non-emergency medical care provider, shelter, or to an alcohol, drug, or mental health treatment facility, unless the transportation officer receives direction from VPD on where to transport the person.

C. As a general rule, only Consultant employees forming the IHART team shall drive or ride in a City vehicle, including the City vehicles used for the IHART Program. Exceptions include: (a) a trainee observer actively involved in a program leading to employment by the City of Vallejo or Consultant, (b) City of Vallejo employees, and (c) persons being transported for

services or a treatment facility. The Vallejo Police Department Police Chief or his/her department designee may approve ride-a-longs under special circumstances. At no time shall more than four (4) persons employed by, or under training with, IHART ride in a City vehicle. This does not include a patient being transported in the vehicle. The City reserves the right to reject any Consultant employee assigned to the IHART program and/or any trainee observer from riding in the IHART vehicle or participating in the provision of services under this contract, on the basis of the individual's driving record, criminal history record, or their inability to fulfill the requirements of the position. Consultant shall immediately notify the VPD Program Director (VPD Supervisor) should any employee providing services under this contract be arrested or identified as being under criminal investigation.

VII. Service Exclusions/Restrictions

If there is any indication of violence or weapons involved with a call for service, then IHART cannot respond. IHART personnel are not armed and do not perform any law enforcement duties. Any time a request for service involves a crime, a potentially hostile person, a potentially dangerous situation (to the subject or the public in general), or an emergency medical problem, the call is not appropriate for IHART and it will be referred to VPD and/or VFD for appropriate dispatch. IHART is only available inside Vallejo city limits unless the VPD Chief approves traveling outside the city limits. IHART cannot transport subjects that require a wheelchair or children that require a car seat.

VIII. Use of Equipment

A. The City will provide the IHART program with a modified passenger van type vehicle and portable radios for use during the duration of this contract. Equipment shall be provided in good working order and Consultant agrees to return any vehicle(s), radios, and other equipment the City provides for IHART program use, in good working order and in the same general condition at the completion of the contract. City shall provide necessary fuel, maintenance, and repairs of equipment, except Consultant shall be strictly responsible for all physical damage to the City-provided vehicles while in their care, custody and control. City shall provide ongoing maintenance for the equipment according to standard maintenance schedules.

B. All Consultant personnel operating the IHART program will keep their radios on and at a volume to hear dispatch communications. If a call for service dictates a quiet environment, one radio must be kept on and at a volume so that Consultant personnel can hear and acknowledge dispatch. If a radio does not work properly, Consultant staff will make immediate arrangements with VPD to have the radio repaired or replaced. Consultant will notify the VPD Program Coordinator or Program Director when a radio or vehicle is out of service for maintenance.

C. Consultant's personnel will not carry any firearms, as defined by California Penal Code section 16520, or dirk or dagger as defined by California Penal Code section 21310, or pepper spray, upon their person while working.

D. Consultant will ensure its employees wear the appropriate uniform, clearly identifying them as a member of IHART as defined in this contract.

IX. Training

Consultant shall recommend to City relevant training opportunities for IHART staff. No training expenses shall be incurred without prior written approval from the VPD Program Coordinator. City shall fund or provide IHART personnel with training the City determines, in its sole discretion, is necessary to successful implementation of the IHART Program, including, but not limited to, training in the use of IHART vehicles, radio procedures, and other operational necessities. Consultant agrees that its employees providing services under this contract will have successfully completed any City-required training in a reasonable period as determined by the City.

X. Services Guidelines

While providing services in accordance with this contract, all Consultant personnel shall observe the following rules:

A. Consultant personnel shall not use force while observing, contacting, detaining or transporting persons unless such force is necessary for the protection of a person from bodily harm, and a police officer cannot be summoned or cannot respond quickly enough to provide protection.

B. Consultant personnel shall summon a police officer when a dangerous situation appears to exist. Personnel shall request VPD dispatch to have an ambulance respond whenever it appears the person(s) contacted need emergency medical treatment.

C. Consultant personnel shall not provide emergency medical transportation to injured or ill persons. The IHART EMT/paramedic may provide first aid and/or basic life support to person(s) within the scope of their training. Consultant personnel may provide courtesy transportation to persons evaluated by the IHART EMT/paramedic if the patient is determined to not need or refuses to receive medical transport by ambulance.

D. Under no circumstances shall City-owned vehicles be used:
   1. By Consultant's employees for personal use,
   2. For the transportation of intoxicated person(s) to their place of residence,
   3. Outside the designated geographic corporate boundaries of the City of Vallejo (unless specifically approved by the VPD Chief, VFD Chief, or an authorized designee).

City vehicles shall be parked at the designated IHART office or City Corp/Fleet facility when not in-service.

XI. Vehicular Accident Report

A. If Consultant's employee(s) operating the IHART program is involved in a motor vehicle accident in a City vehicle, the following steps should occur:

   1. If the accident involves an injury, Consultant staff shall contact VPD dispatch or 9-1-1 as quickly as possible.
   2. If the accident does not involve an injury, but does involve a traffic violation, another vehicle, or damage to private property, Consultant staff shall call the police non-emergency business number, 707-552-3285 and the VPD Program Coordinator or Program Director.
   3. If another vehicle is involved, Consultant staff shall remain at the scene, obtain all necessary insurance information, and file a traffic collision report with VPD. A VPD supervisor must be notified to respond and document an on-duty employee's vehicle collision incident report.
   4. IHART staff shall not leave the scene until given permission to do so by his or her IHART supervisor.

B. The VPD Fleet Manager will provide instructions regarding the transportation and repair of any damaged vehicle.

C. Any damage to a City vehicle should be reported to a supervisor and the VPD Program Coordinator.

D. Consultant agrees to use City vehicles only when they are in service as mobile crisis intervention team vehicles, or when they are transporting the vehicles to and from maintenance. When IHART vehicles are being used for these functions listed above, they shall notify dispatch of their service type, beginning of their shift, to and from calls, at the end of their shift, and to and from maintenance. Any use of the vehicles outside its IHART intended purpose is prohibited.

E. Use of drugs and/or alcohol by Consultant's on-duty employees, trainees, officers, or agents assigned to the IHART Program is strictly prohibited and constitutes a material breach and grounds for termination. Said individuals are also strictly prohibited from reporting for duty with a noticeable presence or effects of alcohol or drugs.

XII. Disposition of Contraband

All drugs, paraphernalia, and alcohol discovered by during IHART personnel's duties shall be removed from patients by IHART personnel before transport. Personnel shall make all reasonable efforts to discover and remove weapons and other objects capable of being used to inflict injury prior to transportation. IHART personnel shall ensure security of these items in the vehicle and shall inventory each item as it is secured. At the conclusion of the workday, personnel shall submit any contraband collected to VPD and reconcile items against the inventory list maintained.

XIII. Cooperative Planning Requirements

Consultant recognizes that planning within the City and other state and local agencies is essential to the success of a coordinated service delivery system. Consultant agrees to attend and participate in a reasonable number of meetings and planning efforts initiated by the City, and to provide non-confidential data already in the Consultant's possession which may be required by the City and is reasonably necessary to achieve compliance with City programmatic goals. Consultant agrees to maintain open and responsive working relations with the Vallejo Police Department, the Vallejo Fire Department, and the City of Vallejo.

XIV. Statistical Reporting

Each month, Consultant's Program Manager will provide the VPD Program Coordinator with a summary of calls. The report will detail whether the activity was a VPD or VFD divert (IHART handling instead of VPD or VFD personnel) or if it was a joint response; time on call; disposition, the transport-pick up location, patient problem, time, estimated age of client, sex of client, race/ethnicity of client, language spoken, destination of transport, any pertinent history/treatment, and all of the criteria established by the VPD Program Coordinator.

The Monthly Program Reports will include the above information, as well as recommendations that reflect ongoing data collection and analysis for continuous improvement of the IHART program. VPD may, from time to time, require additional content and analysis in any such Monthly Program report.

Consultant represents it has:

1) Experience successfully providing culturally responsive and linguistically appropriate services and resources to diverse individuals and families in the City of Vallejo;

2) Through a collaborative approach, demonstrated capacity for service delivery across all neighborhoods of the City of Vallejo;

3) Experience collaborating with other community-based organizations and a commitment to building a network of providers and resources for residents of the City of Vallejo;

4) Successful equity process design and delivery experience, ensuring cultural relevance of engagement and services.

EXHIBIT B

COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, amounts specified below, for those services set forth in Exhibit A of this Agreement including, all overtime costs, indirect costs, and for all authorized reimbursable non-personnel costs, for a total not-to-exceed amount of One Million Seven Hundred Ninety Four Thousand, Seven Hundred Ninety Dollars ($1,794,790). The parties understand that no costs set forth herein that exceed the total amount set forth in the previous sentence will be paid to the Consultant without further approval by the Vallejo City Council.

Budget Summary	
$1,388,511	Personnel Costs (Salary and Benefits)
$78,900	Non-Personnel Costs
$327,379	Indirect Costs (please see definition immediately below)
$1,794,790	**TOTAL PROGRAM BUDGET**
Personnel Costs (Salary & Benefits) Breakdown	
$807,579	Crisis Intervention Workers / Community Responders / EMTs (7.0 FTE)
$113,900	Program Lead (1.0 FTE)
$147,400	Program Manager (1.0 FTE)
$122,899	Mental Health Rehab Specialist (0.75 FTE)
$113,900	Administrative Analyst (1.0 FTE)
$32,803	Division Director (0.10 FTE)
$50,029	Case Manager / Navigator (0.50 FTE)
Non-Personnel Costs Breakdown	
$10,000	Office Expenses
$19,800	IT & Communications
$12,000	Client-Related Expenses
$4,000	Internal Training Costs
$7,000	External Training (Family & Caregiver) Costs
$5,600	Education to Improve Public Health (including overdose prevention)
$8,000	Marketing & Outreach
$10,000	Community Engagement
$2,500	Team Professional Development / Training

When Consultant bills for the Indirect Costs set forth in the chart above, those costs are limited to a prorate share of administrative salaries for departments such as human resources, fiscal, information technology, facilities, communications and training as well as administrative operating costs including occupancy (rent and utilities), liability insurance, professional services (legal fees, audit fees, website maintenance), depreciation and other administrative overhead costs.

Consultant shall notify City in writing no later than sixty (60) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

B. Additional Services:

Additional Services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services.

C. Compliance with Funding Laws and Regulations

Consultant shall comply with all federal, state, and/or local laws and regulations, as applicable, governing the funding of the IHART program, including, without limitation, the provisions set forth in Exhibit D, which is incorporated herein by this reference.

2. Consultant's Reimbursable Personnel Costs. Reimbursable Personnel Costs shall be limited to actual expenditures of Consultant for the provision of services relating to the IHART (Integrated Health and Resource Team) Program, as detailed in Exhibit A. Consultant's Personnel Costs budget incorporates costs associated with Consultant's staff taking time off for various reasons and for overtime and double-time. Accordingly, Consultant will not seek separate reimbursement for overtime, holiday time, or double-time.

3. Consultant's Reimbursable Non-Personnel Costs. Reimbursable Non-Personnel Costs shall be limited to the actual reasonable expenditures of Consultant described below that are necessary for the proper completion of the Services.

Food and beverage expenses are reimbursable only if: (a) provided in an emergency situation, and (b) after all other avenues for acquiring the food and/or beverage by other means have been exhausted. Notwithstanding the foregoing, monthly expenses for food and beverages shall not exceed $1,500.

Shelter expenses are reimbursable only if: (a) provided in an emergency situation, and (b) after all other avenues for acquiring the shelter by other means have been exhausted. Notwithstanding the foregoing, monthly shelter expenses shall not exceed $1,000.

Consultant's monthly invoices shall include separate line items for food, beverage, and shelter expenses. These line items shall be subtotaled in a distinct section of each invoice.

Expenses relating to public storage and gasoline are specifically excluded and will not be reimbursed by the City. IHART vehicles may obtain gasoline at pumps in the City of Vallejo corporation yard located behind the Vallejo Police Station at 111 Amador Street.

Any single purchase over $250 must receive prior written approval from authorized Vallejo Police Department staff listed hereafter: Chief Jason Ta, Deputy Chief Sanjay Ramrakha, Captain Jeremy Huff, Awab Manzoor, or Claudia Williams.

4. Format of Monthly Invoicing

There are three funding sources for the IHART program in Fiscal Year 2026-2027. Consultant shall prepare three invoices per month – one invoice for each funding source. Each invoice shall include a cost allocation summary. City shall provide Consultant with an invoice template for each funding source after Consultant's last invoice for Fiscal Year 2025-2026 has been submitted to, and paid by, City. Consultant shall not submit an invoice to City in any other format.

5. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services being invoiced
2. Description and amount of personnel costs, separated by position
3. Description and amount of non-personnel costs, separated by budget category, with food, beverage, and shelter expenses separated and subtotaled as described in Section B(3), above
4. Cost allocation summary for all non-personnel costs
5. Invoice date
6. Timeframe for which the invoice covers

7. Sequential invoice number
8. Consultant's Taxpayer Identification Number
9. Total amount previously billed
10. Total amount billed to date

C. Invoices that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format and requirements described above.

D. Invoices shall be sent to:

Claudia Williams
Administrative Analyst II
Vallejo Police Department
Claudia.Williams@cityofvallejo.net

5. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty-four (24) hours' notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

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

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

D. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

2. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

A. General Liability: $2,000,000 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.

B. Automobile Liability: $1,000,000 per accident for bodily injury and property damage. Consultant's automobile coverage shall include, but not be limited to, Hired Auto Physical Damage to fund damage repairs to city-provided vehicles. Consultant's automobile coverage shall be primary and non-contributory coverage for claims arising from Consultant's employees operating City-owned vehicles.

C. Workers' Compensation and Employer's Liability: $1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of

exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

D. Professional Liability (Errors and Omission): $2,000,000 combined single limit per occurrence, and annual aggregate.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved 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 of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. 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 by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

7. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold. City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

EXHIBIT D

Mandatory Grant Provisions

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale

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EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4)

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that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Byrne SCIP Cohort 2 Request for Proposals and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.

C. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Byrne SCIP RFP and described in Appendix B.

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

   1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

   2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal, or approved modifications;

   3) failure to provide the required local match share of the total project costs; and

   4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

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EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS

FY 2022-2023 Byrne SCIP Federal Conditions

1. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

2. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must

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provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

6. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

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officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

7. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

8. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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9. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

10. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

12. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

13. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters

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updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award

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appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

19. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

20. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal

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department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled

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"Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

24. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding

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agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

27. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

28. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition:

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System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including

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documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

32. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

36. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its

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discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

42. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the

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U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

43. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

45. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.

47. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

48. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe

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Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

49. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

50. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

51. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

52. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

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a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

53. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdol.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

54. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug

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courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

55. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

56. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf.

57. Extreme risk protection programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

58. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The

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Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.

59. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed $20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.

60. The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-$10,000 jurisdictions" within the state and/or subaward the funds to such jurisdictions. Additional details on both of these pass-through requirements is available in the BJA FY 2022 - 2023 Byrne State Crisis Intervention Program Formula Solicitation.

61. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

62. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at

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https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

63. Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

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1. Meaningful access requirement for individuals with limited English proficiency

   The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

2. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

   Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

   By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

   Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to

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conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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6. Reporting potential fraud, waste, and abuse, and similar misconduct

   The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

   Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

   Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

7. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

   Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

   Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

   In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

8. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its

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election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

   Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11. Compliance with DOJ Grants Financial Guide

    References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

    Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13. Determination of suitability to interact with participating minors

    SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of

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the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to

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compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or

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contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

20. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-

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award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

21. Requirement to report potentially duplicative funding

    If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22. Required training for Grant Award Administrator and Financial Manager

    The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

    In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

    A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

    The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

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Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

    The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25. Potential imposition of additional requirements

    The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26. Requirement to report actual or imminent breach of personally identifiable information (PII)

    The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27. Requirements related to System for Award Management and Universal Identifier Requirements

    The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

    The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

    The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition:

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System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28. Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

    Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29. Restrictions on "lobbying"

    In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

    Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

    Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30. All subawards ("subgrants") must have specific federal authorization

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

    The details of the requirement for authorization of any subaward are posted on the OJP web site

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at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

    Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32. FFATA reporting: Subawards and executive compensation

    The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

    This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33. Cooperating with OJP Monitoring

    The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. Required monitoring of subawards

    The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is

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responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35. Use of program income

    Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

36. Justice Information Sharing

    Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

37. Avoidance of duplication of networks

    To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

38. Compliance with 28 C.F.R. Part 23

    With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

39. Protection of human research subjects

    The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

40. Confidentiality of data

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The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

43. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

    "This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

    The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

44. Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

45. Justification of consultant rate

    Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

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46. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

47. Body armor - compliance with NIJ standards and other requirements

    Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

48. The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

49. In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

50. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

    The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

    The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm (Award

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condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

51. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

52. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

53. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf.

54. Compliance with National Environmental Policy Act and related statutes

    Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

    The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

    a. New construction;

    b. Minor renovation or remodeling of a property located in an environmentally or historically

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sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

55. ubmission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

56. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.

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57. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

58. Extreme risk protection programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

59. ERPO Certification

    Byrne SCIP recipients who plan to use funding to support ERPO programs must submit a principal legal officer signed Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) (Extreme-Risk Protection-Order Programs), certifying that the extreme risk protection-order program to be funded satisfies each of the listed requirements prior to the use of grant funds for ERPO programs.

60. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.

61. The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-$10,000 jurisdictions" within the state and/or subaward the funds to

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such jurisdictions. Additional details on both of these pass-through requirements is available in the applicable fiscal year's Byrne State Crisis Intervention Program Formula Solicitation.

62. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed $20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.

63. Limit on use of grant funds for grantees' employees' salaries

    With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

64. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

65. Withholding - Certification with respect to Federal taxes - award exceeding $5 million (updated Aug. 2017)

    The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has

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filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

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EXHIBIT D: SPECIAL TERMS AND CONDITIONS

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.