



City Council Chambers
Vallejo City Hall
555 Santa Clara Street
Vallejo, CA 94590
www.cityofvallejo.net

AGENDA

COMMISSION ON CULTURE & THE ARTS REGULAR MEETING 6:00 P.M. – 8:00 P.M. June 27, 2022

CHAIR
Andrea Hernandez
COMMISSIONERS
Kathy Cook, Vice Chair
Stacey Loew
Trevor Allen
Askari Sowonde
Dalia Vidor
Rochelle Del Rosario

NOTICE: Members of the Public will be able to participate in-person remotely via Zoom.

Access to City Hall and the Council Chambers will be provided 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 Commission Meeting via ZOOM (<https://ZoomRegular.Cityofvallejo.net>), or via phone, by dialing (669) 900-6833.

For additional instructions on how to speak during public comment, please visit, www.cityofvallejo.net/publiccomment

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<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

For additional instructions on how to speak during public comment, please visit,

www.cityofvallejo.net/publiccomment

This AGENDA contains a brief general description of each item to be considered. The posting of the recommended actions does not indicate what action may be taken. If comments come to the Commission on Culture & the Arts without prior notice and are not listed on the AGENDA, no specific answers or response should be expected at this meeting per State law.

Pursuant to the Government Code Section 54954.3 (The Brown Act), members of the public shall be afforded the opportunity to speak on any agenda item of interest to them provided they are first recognized by the presiding officer. Members of the public wishing to be so recognized are requested to submit a completed speaker card to the Executive Secretary of the Commission prior to the consideration of the item or raise their hand 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. For additional instructions on how to speak remotely during public comment, please visit, www.cityofvallejo.net/publiccomment. In person speakers will be recognized first.

Those wishing to address Commission on Culture & the Arts on any matter for which another opportunity to speak is not provided on the AGENDA but which is within the jurisdiction of the Commission on Culture & the Arts to resolve may come forward to the podium during the "COMMUNITY FORUM" portion of the AGENDA.

Members of the public have the right to speak on any item on this agenda. Those wishing to address the Commission on Culture & the Arts: 1) during the Community Forum are limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300; 2) on a Consent Calendar item are limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310; and 3) an Action Calendar item are limited to five minutes pursuant to Vallejo Municipal Code Section 2.02.420.

Notice of Availability of Public Records: All public records relating to an open session item, which are not exempt from disclosure pursuant to the Public Records Act, that are distributed to a majority of the commissioners will be available for public inspection at the Economic Development Office, 555 Santa Clara Street, 3rd Floor, Vallejo, CA at the same time that the public records are distributed or made available to the commissioners. Such documents may also be available on the City of Vallejo website subject to staff's ability to post the documents prior to the meeting. Information may be obtained by calling (707) 648-4527, TDD (707) 649-3562.

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1. CALL TO ORDER – 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. COMMUNICATIONS – 6:05

- A. City Council Liaison Report
- B. Commission Liaison Report

5. PRESENTATIONS - 6:10 p.m.

- A. Vice Mayor Verder-Aliga - Certificates for Capital Street Stairs Working Group
- B. Lynette Henley – CAC Grant Recipient – Solano County Links, LLC – Cultural Activities & Events
- C. Olivia Fabrizio – CAC Grant Recipient – Individual – Visual Arts

6. COMMUNITY FORUM – 6:40 p.m.

*The Community Forum is an opportunity to address the Commission on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the Commission to resolve. Any interested members of the public desiring to communicate with the Commission may do so in person by submitting a completed speaker's card to the Executive Secretary of the Commission 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. For additional instructions on how to speak remotely during the 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 three minutes pursuant to Vallejo Municipal Code Section 2.20.300.*

7. APPROVAL OF AGENDA – 6:55 p.m.

A. Approval of Agenda

Recommendation: By motion, approve the June 27, 2022 agenda.

8. APPROVAL OF MINUTES – 6:55 p.m.

A. Approval of Minutes

Recommendation: By motion, approve the minutes from the May 23, 2022 regular meeting.

9. ACTION CALENDAR

*NOTICE: Members of the public wishing to address the Commission on Action Calendar Items may do so in person by submitting a completed speakers card to the Executive Secretary of the Commission 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. 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. In person speakers will be recognized first*

A. Art Grant Program Update – 7:00 p.m.

Renay Conlin, Vallejo Community Arts Foundation, to provide an update.

Recommendation: Information only.

B. Long Term Arts Funding Policy Update– 7:05 p.m.

Staff will provide an update.

Recommendation: Information only.

C. Public Art Policy – 7:10 p.m.

Receive update from City Attorney's Office.

Recommendation: Information only.

D. Grants Ad Hoc Committee – 7:15 p.m.

The Ad-Hoc Committee will provide information on grants, including a National Endowment for the Arts grant.

Recommendation: By motion, give recommendation to proceed with NEA grant.

E. Artists Registry – 7:25 p.m.

The Ad-Hoc Committee will provide an update.

Recommendation: Information only.

F. American Rescue Plan Act (ARPA) Funding – 7:35 p.m.

Staff to provide an update. Review copy of draft agreement with SCAC.

Recommendation: Information only.

G. Highlighting Artists in the Vallejo Weekly – 7:40 p.m.

Vice Chair Cook will provide a draft procedure on how to select Vallejo weekly articles.

Recommendation: Make a recommendation on the draft procedure.

H. Vocational School of the Arts – 7:45

Commissioner Sowonde asked this item to be agenized

Recommendation: Information only

10. FUTURE AGENDA ITEMS – 7:50 p.m.

A. Review and discuss items on the Future Agenda List

- Art in storage
- Retreat/Goal Setting
- Waterfront Park

11. Announcements and Comments by Commissioners – 7:55 p.m.

12. NEXT SCHEDULED MEETING DATE: July 25, 2022

13. ADJOURNMENT – 8:00 p.m.

ADDITIONAL CITY INFORMATION

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I, Annette Taylor, do hereby certify that we have caused a true copy of the above notice and agenda to be delivered to each of the members of the Commission on Culture & The Arts, 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 5:30 p.m., June 23, 2022.

Dated: Thursday, June 23, 2022

Annette Taylor

Annette Taylor, Staff Liaison



City Council Chambers
Vallejo City Hall
555 Santa Clara Street
Vallejo, CA 94590
www.cityofvallejo.net

MINUTES

COMMISSION ON CULTURE & THE ARTS REGULAR MEETING 6:00 P.M. – 8:00 P.M. May 23, 2022

CHAIR
Andrea Hernandez
COMMISSIONERS
Kathy Cook, Vice Chair
Stacey Loew
Trevor Allen
Askari Sowonde
Dalia Vidor
Rochelle Del Rosario

1. **CALL TO ORDER – 6:00 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**

Present: Andrea Hernandez, Chair, Vice Chair Kathy Cook, Commissioners Trevor Allen, Stacey Loew, Dalia Vidor, Rochelle Del Rosario

Absent: Commissioner Askari Sowonde

4. **COMMUNICATIONS**

- A. City Council Liaison Report – Reported that in the next few weeks the City Council will be approving a budget for the new fiscal year; Commission's request for funds will be from ARPA funds; also reported on various activities for Pista Sa Nayon during the month of June.
- B. Commission Liaison Report – No report, comments to address agenda items.

5. **PRESENTATIONS**

- A. Sheryl McKibben – VP, Marketing & Communications, West Coast Operations, Southern Land Company – Arts Projects on Mare Island – Gave an overview of the art work on Mare Island beginning with the art projects done on Mare Island in 2021. They looked for a partner to help with a strategic plan for art, selected Local Edition Creative. The first phase of the strategy was to bring in local artists to display large sculptures along the waterfront promenade, Mare Island Art Yard, created by renowned artists. They concurrently held community mural sessions that invited volunteers from local youth organizations and the general public to paint with their guest artists from Mare Island Studio. In 2021 they were three sculpture installations, one professional public art mural and three community murals. Received positive feedback from the public. In the process of rebranding what's happening on Mare Island implemented a soft-launch social campaign to allow them to see social media posts from visitors and engage with them, working with the Visit Vallejo's social media team. She provided information on the community painting sessions; contributed a mural to the Reynssance Family Center, installed by a team of artists from Three Thirty Three Arts. Sculptures were on the promenade for six months. In 2022 three new sculptures placed on the promenade for six months; two murals with

nautical themes will be temporarily installed on buildings. Responded to questions and comments from Commissioners. Remarks from Terry, Sage and Brian Nagy.

6. COMMUNITY FORUM

None

7. APPROVAL OF AGENDA

Commissioner Allen moved and Commissioner Hernandez seconded to approve the May 23, 2022 agenda. Approved unanimously, 6-0, Commissioner Sowonde absent.

8. APPROVAL OF MINUTES

Commissioner Vidor moved and Commissioner Cook seconded to accept the minutes from the March 28, 2022 meeting. Approved unanimously, 6-0, Commissioner Sowonde absent.

9. ACTION CALENDAR

A. Art Grant Program Update

Renay provided a written report. There are two grant recipients who have not completed their projects; Solano County Links and Olivia Fabrizio. Make final presentation at June meeting.

Information only.

B. Long Term Arts Funding Policy Update

Staff reported that the newly appointed staff is getting updated and hope to attend June meeting

Item continued.

C. Public Art Policy

Staff reported that there was nothing new to add.

Item continued.

D. Grants Ad Hoc Committee

Commissioner Cook reported that the Ad-Hoc Committee met with city staff and grant consultant, California Consulting, to discuss the Creative Core Grant which was submitted to city for consideration and review; after review decided not the right time to apply for grant due to how the grant is structured; will find out if SCAC is applying to be an Administering Organization (AO); next step is to apply to one of the AOs for funds; determine if can regrant, what qualifies, and do outreach to nonprofits and artists to apply directly to AO for grants, perhaps formulate a notice in July to community. Also look for grants acknowledging indigenous and ancestral heritage of

this region making an effort to pay attention to those artists and tell the full story of the region; mentioned other possible grant opportunities.

E. Artists Registry

Commissioner Del Rosario reported the Ad-Hoc Committee is investigating what others are doing. Will have a recommendation next month.

F. American Rescue Plan Act (ARPA) Funding

Staff reported that she met with Carmen Slack, Solano County Arts Council (SCAC) after the City Manager's Office accepted the Commission's recommendation of selecting SCAC to administer the ARPA grant funding for art and culture nonprofits. Reported that next steps are to draft agreement and other documents for City Attorney review.

Information only.

G. Highlighting Artists in the Vallejo Weekly

Vice Chair Cook reported that she created a draft procedure for review for submittal to the Vallejo Weekly. Suggest a trial run of one to two artists in the beginning. Discussion regarding using article to highlight dates and times grants may be available and as well highlighting artists and artwork. Also consider using the Vallejo Weekly articles for the artists registry. Suggested that each Commissioner bring in two recommendations for the Vallejo Weekly.

Chair Hernandez moved and Commissioner Allen seconded that the draft procedure presented by Vice Chair Cook for Vallejo Weekly submissions be used with any edits to the procedure as deemed necessary. Approved unanimously 6-0 with Commissioner Sowonde absent.

H. Vocational School of the Arts

Commissioner Sowonde absent. Hold item to next meeting in June.

10. FUTURE AGENDA ITEMS

A. Review and Discuss Items on the Future Agenda List

- Art in storage on Mare Island
Staff requested that Commissioners provide dates and times in July that they may be available for the art in storage tour. Ask that pieces be taken out of boxes.
- Retreat and goal setting – Waiting for report to the City Council on the goals selected by the City Council. Perhaps present work plan in October or November to City Council.
- Waterfront Park – No update. Discussion of what involvement the Commission may have.

11. Announcements and Comments by Commissioners

- Commissioner Del Rosario announced that the Vallejo Pista Sa Nayan to be celebrated throughout the month of June in fifteen different multi-generational events. Information about all the events can be found on www.vallejopistasanayon.com . A huge thank you to sponsors which include Southern Land, MCE, V-Town Farms, Recology.
- Commissioner Loew announced that Cat on a Hot Tin Roof was postponed, pushed out to three weekends to June 10th ; Annie the end of August to September; Pirates of Penzance end of October, Sylvia in December.
- Commissioner Vidor announced that "Generation Beat! Ferkubggetti Art & Music Festival" will take place at the Empress Theatre in their various venues and at Alibi Bookstore, which will take place May 28th through June 24th . Also announced that Vallejo Shakespeare in the Park is still holding auditions for Much Ado About Nothing. Interested people can go to their website, vallejoshakespeare.org for more information.

12. NEXT SCHEDULED MEETING DATE: June 27, 2022

13. ADJOURNMENT – 7:58 p.m.

ATTESTED:

Andrea Hernandez

Andrea Hernandez, CHAIR

Annette Taylor

ANNETTE TAYLOR, STAFF LIAISON

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Vallejo, California, as of _____, 2022, by and between the City of Vallejo, a municipal corporation (the "CITY") and Solano County Arts Council, a California non-profit 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 to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

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." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

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) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) **TERM**. This agreement shall be in effect through June 30, 2023; or until the scope of work is completed.

8) **GOVERNING LAW AND VENUE**. Should either Party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.

9) **ENTIRE AGREEMENT**. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

10) **COUNTERPARTS**. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

11) NOTICES. This Agreement is managed and administered on the CITY's behalf by the individual named below. All notices shall be given to the CITY using the following contact information:

CITY Contact: Annette Taylor, Senior Community Development Analyst
E-mail: Annette.taylor@cityofvallejo.net
Address: 555 Santa Clara Street
Vallejo, CA 94590
Telephone: (707) 649-3510

Notices must be given to CONSULTANT at the following:

CONSULTANT Contact: Carmen Slack, President, Solano County Arts Council
E-mail: carmen@solanocountyartscouncil.com
Address: 344 Benson Avenue
Vallejo, CA 94590
Telephone: (707) 712-3321

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

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

Exhibit A, entitled "Scope of Work," including any attachments

Exhibit B, entitled "Payment" including any attachments

Exhibit C, entitled "General Provisions" including any attachments

Exhibit D, entitled "Insurance" including any attachments

[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.

SOLANO COUNTY ARTS COUNCIL
A California nonprofit corporation

Carmen Slack, President

DATE: _____

CITY OF VALLEJO,
a municipal corporation

Mike Malone
City Manager

DATE: _____

ATTEST

Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT

Paul Kelley
Economic Development

APPROVED AS TO FORM:

Veronica A.F. Nebb
City Attorney

APPROVED AS TO INSURANCE:

Armond Sarkis
Risk Manager & Safety Officer

EXHIBIT "A"

SCOPE OF SERVICE

(1) **DESCRIPTION OF SERVICES/WORK.** CONSULTANT shall provide the application screening and background and underwriting services in support of the City of Vallejo Cultural and Art Grant for Non-Profits (the "Program"). The purpose of the Program is to provide grants to financially support arts and cultural non-profits (non-profits) located in the city of Vallejo struggling to pay bills and stay viable during the COVID-19 pandemic. CONSULTANT shall assist CITY in its implementation of the Programs by managing the application process, reviewing the necessary documents to ensure eligibility and compliance with the Program requirements, recommending non-profits for funding, and distribution of Grant Funds, a sum of \$90,000, to non-profits. CONSULTANT will work cooperatively with the CITY to promote and market the Program and availability of grant funds. CONSULTANT'S scope of work shall include, but not be limited to, the following:

- (a) **APPLICATION SCREENING PROCESS AND PORTAL.** CONSULTANT will develop, create, host, maintain, and manage an online application process and portal for the Program. Application to be minimally burdensome to potential applicants, requiring minimal collection of data and information necessary such as, but not limited to: business name, contact information, number of full time employees, estimated 2020 gross receipts, tax-exempt nonprofit status under section 501(3) of the Internal Revenue Code, etc. Anticipated application period will be July 2022 to August 2022. CONSULTANT to compile applications received at the end of the application period.
- (b) **PREAWARD BACKGROUND AND UNDERWRITING PROCESS.** CONSULTANT will develop, create, perform, and provide a background and underwriting process for the selected applicants. Purpose of background and underwriting is to screen applicants to verify identification and ensure compliance with all Program requirements. CONSULTANT to request, collect, and review all applicant information and documentation deemed necessary by CONSULTANT to determine Program eligibility information. Documentation shall include, but is not limited to, a non-profit status verification and a self-declaration that there is no lawsuit against the applicant. CONSULTANT will identify and certify non-profits complying with all Program requirements and provide a recommendation to the Commission on Culture and the Arts (Commission). The Commission shall submit final recommendations to CITY for the CONSULTANT to proceed with issuance of a grant agreement to certified and qualifying non-profits. Anticipated date for CONSULTANT to begin performing background and underwriting process of selected applications will be August 2022. CONSULTANT will provide CITY with a secured mechanism to view electronic copies of all documentation collected. CONSULTANT shall keep a list of all applications approved with complete documentation verifying eligibility.
- (c) **APPLICATION MARKETING FOR VALLEJO NON-PROFITS.** CONSULTANT shall coordinate and market and assist in the Commission's efforts to market the Program to Vallejo non-profits and help Vallejo non-profits with any questions or requests they may have in filling out the Program application. This may include holding workshops.
- (d) **DISTRIBUTION AND RECORD KEEPING.** CONSULTANT will identify and compile a list of applicants who were selected and their grant amount (Selected List).

CONSULTANT shall then distribute to the selected applicants their grant amount as stated on the Selected List from the Grant money provided by the CITY to the CONSULTANT. CONSULTANT will establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles and practices for organizations/governmental entities.

- (e) **CONTRACT MANAGEMENT.** CONSULTANT shall contract directly with the non-profits. City will not be a party to these contracts. CONSULTANT shall develop deliverables and timelines/schedules for contract with non-profits aligned with Commission recommendations, direction and City Council approval.

EXHIBIT "B"

PAYMENT

- (1) **CONTRACT PRICE.** The total contract price for services rendered by CONSULTANT under this Agreement shall be as specified below:

CONSULTANT shall receive the entire Grant Funds sum of \$100,000, which includes a ten percent (\$10,000) administration fee for the administration of the Program as outlined below:

Cultural and Art Grant for Non-Profits

- A. **Services:** City agrees to pay Consultant, 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 One Hundred Thousand Dollars (\$100,000), Ninety Thousand (\$90,000) of which must be granted to the non-profits as outlined in the Scope of Work and RFP.

Consultant shall notify City in writing no later than thirty (30) 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.

(2) SCHEDULE OF PAYMENT

- A. The City agrees to pay Consultant for grant administration services upon completion of deliverables as outlined below.

Deliverable	Date	City Payment
<i>A. Planning, Advertising, and Development of Grants</i> 1. Develop the RFP 2. Publicize the RFP	2-4 weeks from contract approval	\$2,500
<i>A. Planning, Advertising, and Development of Grants</i> 3. Conduct a public workshop on how to apply for the RFP and individual meetings with applicants as needed	4-6 weeks from contract approval	
<i>B. Selection of Grants and Development of Contracts</i> 1. & 2. Select the grantees	2-6 weeks from publicizing the RFP	\$2,500
<i>B. Selection of Grants and Development of Contracts</i> 3. Develop the project deliverables and contract with grantees	2-6 weeks from publicizing the RFP	
<i>C. Administration of Grants</i>	3 months to 1 year	\$2,500
<i>C. Administration of Grants</i> Completion of the grant program	3 months to 1 year	\$2,500

- B. **Grant Funding Disbursement:** Disbursement schedules and individual grant-

specific deliverables shall be identified for each individual sub-grant after project selection is complete, and recorded within this Agreement as a future exhibit. No disbursement or reimbursement for sub-grants shall be made until the sub-grant deliverables and schedules have been incorporated, as an exhibit to this agreement, at the sole discretion of the City.

3. 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 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 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 described above.

D. REQUEST FOR PAYMENT. All invoices must be submitted and approved by this individual:

CITY Contact: Annette Taylor
E-mail: Annette.taylor@cityofvallejo.net
Address: 555 Santa Clara Street
Vallejo, CA 94590
Telephone: (707) 649-3510

CONSULTANT shall provide a Tax Identification number or Social Security number to CITY for billing purposes. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT.

EXHIBIT "C"

GENERAL PROVISIONS

1) **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. 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 rendered pursuant to this Agreement.

2) **LICENSES; PERMITS; ETC.** CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT 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 his profession.

3) **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.

4) **TIME.** CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

5) **CONSULTANT NOT AN AGENT.** Except as CITY may specify in writing, 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, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

6) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7) **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

The 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.

8) 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.

9) 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.

10) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

11) NON-DISCRIMINATION/FAIR EMPLOYMENT PRACTICES.

(a) Consultant shall not, because of race, religious creed, color, sex, national origin, 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.

12) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

13) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY and its elected officials, officers, agents, employees and designated volunteers (collectively "CITY Indemnitees") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by CITY in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the CONSULTANT's percentage of fault, the parties agree to mediation with a third party neutral to determine the CONSULTANT's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY Indemnitees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive

passive negligence of the CITY Indemnitees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

14) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

15) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

16) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

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. 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 Consultant under this agreement.

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.

2. Minimum Limits of Insurance. Consultant 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 Consultant is not subject to California Workers' Compensation requirements, Consultant 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.

3. Deductible and Self-Insured Retention (SIR). 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. All SIRs must be disclosed to the City's Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

4. 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 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. 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. 30 Days' Notice of Cancellation Endorsements: 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.

C. 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 Consultant'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.

D. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Vallejo before the City's own Insurance or self-insurance shall be called upon to protect it as a named insured.

E. The insurance coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. 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.

F. 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.

G. 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.

H. 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.** Consultant 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.** 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 above required insurance or endorsements are canceled, or Consultant otherwise ceases to be insured as required herein.