

AGREEMENT

THIS AGREEMENT, entered into the 25<sup>th</sup> day of May, 1983  
by and between the City of Vallejo, a municipal corporation (herein-  
after CITY), and the Greater Vallejo Recreation District (hereinafter  
GVRD or DISTRICT).

WITNESSETH

WHEREAS, CITY has received Community Development Block Grant funds  
from the Department of Housing and Urban Development (hereinafter  
HUD) as an entitlement public jurisdiction pursuant to the provisions  
of Title I of the Housing and Community Development Act of 1974, as  
amended.

WHEREAS, CITY desires to engage GVRD, and CITY has been appropriated  
funds in the amount of \$37,500 (Thirty-Seven Thousand Dollars), to be  
utilized during the time period between April 15, 1983 and June 30,  
1983 for the purpose of operating the Norman C. King South Vallejo  
Community Center as outlined in Exhibit A, Scope of Services (here-  
inafter PROGRAM), and

WHEREAS, the PROGRAM will benefit low and moderate income residents  
of Vallejo.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PROGRAM COORDINATION

- A. CITY: Ted A. MacDonell, City Manager, or his designee,  
shall be the PROJECT MANAGER for CITY and shall render  
overall supervision of the progress and performance of  
this agreement by CITY. All services agreed to be

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Agreement require a substitute PROGRAM DIRECTOR, GVRD shall notify CITY immediately of such occurrence. PROGRAM DIRECTOR and GVRD staff will fully cooperate with CITY'S PROGRAM MANAGER relating to the PROGRAM, areas of concern, and the impact of PROGRAM on residents of CITY.

- C. NOTICES: All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following addresses:

CITY: Ted A. MacDonell, City Manager  
P.O. Box 1432  
Vallejo, CA 94590

DISTRICT: Richard T. Conzelmann, Administrator  
Greater Vallejo Recreation District  
395 Amador Street  
Vallejo, CA 94590

## II. METHOD OF PAYMENT

CITY agrees to pay GVRD THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00) upon proof satisfactory to the CITY that GVRD has incurred costs pursuant to the PROGRAM (Exhibit A) and the PROGRAM BUDGET (Exhibit B).

## III. ASSURANCES

GVRD hereby assures and certifies compliance with the regulations, policies, guidelines and requirements (including OMB Circulars No. A-87, A-102, A-110 and No. A-122), as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also GVRD assures and certifies to the CITY that:

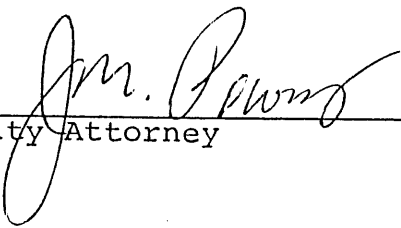
- A. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filling of the application, including

- A. Comply with provisions of Executive Order 11246 as amended on equal employment opportunities and affirmative action relative to employees and applicants and nonexempt contracts and subcontracts.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year above written.

APPROVED AS TO FORM


CITY OF VALLEJO

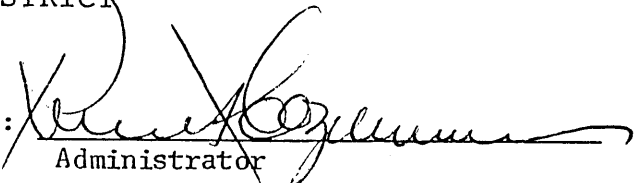
  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
City Manager

ATTEST:

GREATER VALLEJO RECREATION  
DISTRICT

  
\_\_\_\_\_  
City Clerk

BY:   
\_\_\_\_\_  
Administrator

## SCOPE OF SERVICES

### I. PROGRAM DESCRIPTION

GVRD will operate the Norman C. King South Vallejo Community Center ("Community Center") as a multi-purpose social and recreational facility. The Community Center will be operated as a part of the GVRD's District-wide program.

### II. PROGRAM GOALS AND OBJECTIVES

#### Goals

- A. To provide social, recreational, and educational opportunities that are responsive to the needs of all age groups.

#### Objectives

- A. To staff and organize an initial social, educational, and recreational program for the Community Center.
- B. To open the Community Center and conduct a public relations effort to attract users.
- C. To monitor, evaluate, and adjust the program to attract the widest cross-section of residents and to operate at the maximum economic efficiency.

### III. DOCUMENTATION OF ACTIVITIES

GVRD will maintain documentation of activities on file for inspection.

### IV. REPORTING REQUIREMENTS

Within thirty (30) days of the end of each quarter, GVRD will provide written reports to the City which detail program activities. This report will include the following information:

- A. A narrative description of services provided, focusing on program activities.
- B. Program income earned during the quarter.

④

EXHIBIT B

NORMAN C. KING SOUTH VALLEJO COMMUNITY CENTER

Program Budget -- April 15 - June 30, 1983

Personnel Services	22,040
Utilities, Transportation and Communications	5,650
Contract Services	2,300
Materials and Supplies	3,350
Fixed Charges	<u>6,160</u>
Total Budget	40,000
Projected Income, 4/15-6/30	2,500
Total required this contract	37,500

(d)

AMENDMENT NO. 1 TO THE  
AGREEMENT BETWEEN THE CITY OF VALLEJO  
AND THE GREATER VALLEJO RECREATION DISTRICT

This Amendment entered into on the 20<sup>th</sup> day of July, 1983 shall revise and modify the Agreement by and between the City of Vallejo (hereinafter "CITY") and the Greater Vallejo Recreation District (hereinafter ("GVRD") regarding the operation of the Norman C. King Community Center dated May 23, 1983.

WITNESSETH

WHEREAS, City has received Community Development Block Grant (CDBG) funds, and

WHEREAS, City has appropriated Seventy-Four Thousand One Hundred Forty-Eight (\$74,148) of CDBG funds in fiscal year 1983-1984 for operating the Norman C. King Community Center,

NOW, THEREFORE, THE PARTIES AGREE that the above-mentioned Agreement shall be amended as follows:

1. Term. The term of the agreement shall be extended to June 30, 1984.
2. Project. All other terms and conditions of said Agreement shall remain in full force and effect through the amended term of said Agreement with the following exception:
  - a. The attached Exhibit C relating to the Fiscal Year 1983-84 budget for operating the Center is hereby incorporated into the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals at Vallejo, California, on the day and year first written above.

APPROVED AS TO FORM

CITY OF VALLEJO

*Am. Polanco*

*For J. W. ...*

*(e)*

EXHIBIT C

NORMAN C. KING SOUTH VALLEJO COMMUNITY CENTER

Program Budget -- July 1 - June 30, 1984

Personnel Services	46,705
Utilities, Transportation and Communications	11,300
Contract Services	2,700
Material and Supplies	4,200
Fixed Charges	7,565
Capital Outlay	<u>4,200</u>
Total Budget	76,490
Projected Income	2,342
Total required this contract	74,148

5

AMENDMENT NO. 2 TO THE  
AGREEMENT BETWEEN THE CITY OF VALLEJO  
AND THE GREATER VALLEJO RECREATION DISTRICT

This Amendment entered into on the 15<sup>th</sup> day of February 1985 shall revise and modify the Agreement dated May 23, 1983 by and between the City of Vallejo and Greater Vallejo Recreation District (hereinafter GVRD) for the provision of recreation services at the Norman C. King Community Center.

WITNESSETH

WHEREAS, City has received Community Development Block Grant (CDBG) funds; and

WHEREAS, City has appropriated eighty-two thousand six hundred twenty-nine dollars (\$82,629) in 1984-85 of CDBG funds for recreational services provided at Norman C. King Community Center; and

WHEREAS, the amount of CDBG funds allocated to the City of Vallejo may fluctuate, may decrease, or may be eliminated entirely, and

WHEREAS, the City of Vallejo commits to assisting the provision of recreational services at the Norman King South Vallejo Center; and

WHEREAS, GVRD certifies that it will provide recreational services at Norman King Center which primarily benefit low and moderate income persons as long as GVRD utilizes CDBG funds to provide these services.

NOW, THEREFORE, the parties agree that the above-mentioned agreement shall be amended as follows:

1. AMOUNT: The amount of CDBG funds allocated to GVRD to provide recreational services to low and moderate income persons at Norman King Center during fiscal year 1984-85 shall not exceed eighty-two thousand six hundred twenty-nine dollars (\$82,629).

In subsequent fiscal years the amount and source of funds allocated to GVRD to provide recreational services at Norman King Center shall be established by the City Council by resolution. GVRD shall submit, in a timely manner, any request for funding, and related documents, to the City prior to the beginning of each fiscal year.

2. TERM: The term of the Agreement shall be extended to June 30, 1985, and shall thereafter become automati-

9



cally renewed on July 1, of each subsequent fiscal year for successive one year terms.

3. BUDGET: The attached exhibit "A" relating to the program's budget for fiscal year 1984-85 is hereby incorporated into the agreement.

In subsequent years the budget shall be submitted to the City as described in Section 1 above. Upon approval by the Council as described in Section 1 above, the budget for that fiscal year shall be incorporated into the agreement.

4. QUARTERLY REPORTS: GVRD shall provide the City quarterly reports which describe the activities conducted and the services provided at the Norman King Center. The quarterly reports shall also show in detail expenditures incurred at the Norman King Center. The quarterly reports shall be submitted within 30 days of the end of each quarter.
5. WORKER'S COMPENSATION CERTIFICATE: GVRD shall provide Worker's Compensation Insurance Coverage for all employees at the Norman King Center for the amended term of said agreement.
6. TERMINATION OF AGREEMENT: Either party may terminate this agreement by providing 6 months written notice.

All other terms and conditions of said agreement shall remain in full force and effect through the amended term of said agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals at Vallejo, California, on the day and year first written above.

APPROVED AS TO FORM:

CITY OF VALLEJO

Michael H. Raul  
Assistant City Attorney

Michael B. Lee  
City Manager

ATTEST:

GREATER VALLEJO  
RECREATION DISTRICT

Medea S. Watson

Paul Dejeu

GVRD NO2