



City of Palo Alto

City Council Staff Report

(ID # 5130)

Report Type: Consent Calendar

Meeting Date: 12/1/2014

Summary Title: Approval of a Funding Agreement, Contract and BAO for the JMZ and Rinconada Master Plan

Title: Approval of a Junior Museum and Zoo Environmental Review Services Funding Agreement Between the City of Palo Alto and the Friends of the Palo Alto Junior Museum and Zoo, Inc.; Approval of a Contract with David J. Powers & Associates, Inc. In an Amount not to Exceed \$114,565 for the Rinconada Park Master Plan and Junior Museum & Zoo Environmental Assessment; and Adoption of a Budget Amendment Ordinance for Fiscal Year 2015 to Provide an Additional Appropriation in the Amount of \$114,565 for the Rinconada Park Master Plan and Design Project (CIP PE-12003) Partially Offset with a Contribution in the Amount of \$57,283 from the Friends of the Palo Alto Junior Museum and Zoo, Inc.

From: City Manager

Lead Department: Public Works

Recommendation

1. Staff recommends that Council approve and authorize the City Manager or his designee to execute the Junior Museum and Zoo Environmental Review Services Funding Agreement between the City of Palo Alto and the Friends of the Palo Alto Junior Museum and Zoo, Inc. (Attachment A); and
2. Approve and authorize the City Manager or his designee to execute Contract No. C15157280 Contract with David J. Powers & Associates, Inc. in an amount not to exceed \$114,565 for the Rinconada Park Master Plan and Design (PE-12003), including \$104,415 for basic services and \$10,415 for additional services (Attachment B), and
3. Adopt a Budget Amendment Ordinance for Fiscal Year 2015 to provide an additional appropriation in the amount of \$114,565 for Rinconada Park Master Plan and Design (CIP PE-12003) partially offset with a contribution

in the amount of \$57,283 from the Friends of the Palo Alto Junior Museum and Zoo, Inc. (Attachment C).

Executive Summary

The Letter of Intent (LOI) between the City and the Friends of the Palo Alto Junior Museum and Zoo (Friends), approved by Council on November 10, 2014, facilitates the discussion of the key negotiating terms and conditions relating to the Junior Museum and Zoo (JMZ) Project, which may lead to reconstruction of the JMZ. The LOI (Attachment D) requests that the City and the Friends endeavor to negotiate an agreement for the construction of a new JMZ and the operation of the JMZ by the Friends for forty years after completion of the building. As the terms of the agreements are negotiated for the building and operation of the JMZ over the next twelve months, the Friends will finalize project design, with input from the community.

The LOI specifies the Friends will undertake a community outreach and fundraising program to garner the community's input and support for the project. The Friends hired an architect to develop a conceptual plan to reconstruct the existing JMZ facility. A JMZ project footprint within Rinconada Park for portions of the Zoo was included in many stakeholder and community meetings for the Rinconada Park Master Plan. The JMZ project concept will be developed further in the coming months. Friends and City representatives will seek community as well as Commission and Council input prior to finalizing the design and project scope. An environmental assessment along with the necessary technical reports will be prepared for both the JMZ project improvements and the proposed Rinconada Park Master Plan improvements, which have gone through a Community outreach process during the last two years.

The environmental assessment on the proposed JMZ Project together with the proposed Rinconada Park Master Plan improvements may result in the preparation of an environmental impact report. The Friends and the City have agreed to split the costs of the environmental assessment through a funding agreement. A Budget Amendment Ordinance is being requested to increase budget for this project, recognize the contribution from the Friends, and allow for completion of this assessment, which was not originally included in the Rinconada Park Master Plan Capital Improvement Program project scope.

The attached Funding Agreement references the non-binding nature of the Letter of Intent (LOI). In the same vein, although the intention of the LOI and this subsequent Funding Agreement are to move towards improvements to the Junior Museum and Zoo, planning for Rinconada Park improvements do not guarantee that those will take place. That is dependent upon subsequent decisions.

Background

Rinconada Park Master Plan

Established in 1922, Rinconada Park has provided open park space to the Community as well as the region since inception and serves as the main link between several public facilities surrounding the park that include: The Lucie Stern Community Center and Theatre, Children's Theatre, Children's Library, Junior Museum and Zoo, Rinconada Pool, Girl Scout House, tennis courts, Fire Station No. 3, Rinconada Library, Palo Alto Art Center, Walter Hays Elementary School and the Magical Forest.

A Capital Improvement Program project (CIP) PE-12003 was approved for FY 2012 to develop a Master Plan for Rinconada Park that will guide future renovations and improvements through a review of site conditions as well as community uses. The master plan report, currently being drafted after a two-year outreach process, will be used to guide the future development and maintenance of the park, dividing the work into scheduled phases over the next thirty years.

The scope of work performed by the Master Plan examined external impacts that affect the park such as parking, park user groups, diverse park activities and traffic impacts. In addition, a comprehensive, community outreach process was conducted to engage the many stakeholders who utilize the park to obtain feedback on park usability and establish priorities for maintaining existing infrastructure or adding new facilities.

The Rinconada Park Master Plan process to date has included:

- Contract approved: 2/13/12
- Parks and Recreation Commission Meeting: 4/24/12
- Community Meeting: 5/10/12
- Community Meeting: 6/5/12
- Stakeholder Meeting: 7/25/12

- Community Meeting: 8/2/12
- Community Survey conducted: 7/2012-8/2012
- Parks and Recreation Commission Meeting: 10/2/12
- Arts Commission Meeting: 10/4/12
- Planning and Transportation Meeting (PTC): 10/11/12
- Parks and Recreation Commission Meeting: 3/26/13
- Community Meeting: 9/12/13
- Parks and Recreation Commission Meeting (PRC): 11/19/13

Junior Museum and Zoo

The Junior Museum is located adjacent to Rinconada Park, and was founded in 1934 by Josephine O'Hara. The first phase of the current facility was constructed in 1941. The zoo, which is situated within Rinconada Park on dedicated park land, was added to the Museum in 1969.

As the JMZ approaches its 80th year, the museum and zoo are constrained by a facility that no longer reflects the needs of its visitors, collections and operations. Due to inadequate storage and support spaces, accreditation options for both the museum and zoo are unobtainable. While the educators continue to deliver outstanding educational programs, they are severely limited by lack of office, preparation and storage spaces. In addition, there are many accessibility and safety concerns in the existing facility and the surrounding site.

The Friends of the Palo Alto Junior Museum and Zoo engaged the architectural firm of Cody Anderson & Wasney Architects, Inc. (CAW) to work with a broad array of stakeholders to complete a facilities master plan in 2011 and 2012, evaluating program and operational needs, inadequacies of the existing facility, and options for renovation or new construction. During the master plan process, the following criteria were developed:

Visitor Experience

- Tailor spaces for experiences to specific audience segments, including early childhood audiences and children with special needs.
- Develop safe and effective ways to connect children with live animals.
- Develop classrooms that improve student engagement and learning impact.

- Improve access, safety, toilets and way finding.
- Create opportunities for outdoor “play in nature” experiences.
- Improve access from the JMZ to Rinconada Park amenities: playground; Children’s Library; Children’s Theatre; Stern Community Center; Art Center; Walter Hays Elementary.

Collections

- Provide facilities for animal health and quarantine to meet the standards of the American Zoological Association (AZA).
- Improve the care and storage areas for the non-living collections--held in public trust by the Museum—to meet the standards of the American Museum Association (AMA) standards.

Operations

- Improve storage, access, and work areas to ensure staff safety, efficiency and effectiveness of operations.
- Implement green building practices.

Due to the limitations of the existing facilities and infrastructure, the facility master plan culminated in a recommendation to demolish the existing museum and zoo buildings and replace them with a new facility sized to adequately support the educational mission, outreach, and public programs for the Palo Alto Junior Museum and Zoo. The JMZ was identified as an expanded building footprint as part of the Rinconada Park Master Plan.

In 2014, the Friends completed a conceptual project to rebuild the JMZ facility. The City and the Friends are interested in undertaking and completing this project through a community outreach process and in accordance with two agreements subject to mutually acceptable terms and conditions, where the City would maintain ownership of the facility and the Friends would operate the facility.

Council approved the LOI on November 10, 2014 (CMR #[5170](#)) to facilitate discussion of the key contract terms and conditions relating to the financing and operation of the proposed Project. The LOI initiates a process for the City and the Friends with the goal to negotiate and finalize such agreements within the next twelve months.

Discussion

In response to the recommendations made by the Rinconada Park Master Plan, an environmental assessment has been requested by the Planning and Community Environment Department (PCE) to review the potential impacts of all proposed improvements. Along with the review of the proposed pool building expansion, pool expansion, street improvements, amphitheater and parking lot reconfiguration, the potential JMZ reconstruction project represents the largest redevelopment portion of the long range plan and will be one of the major elements studied in the environmental assessment.

As a distinct element of the Rinconada Park Master Plan, the JMZ proposed reconstruction and expansion footprint was highlighted in the draft plan for community review and feedback. Community input was positive concerning the proposed expanded footprint of the JMZ. Outreach participants recommended that a joint-use restroom be added to the scope of the JMZ facility located at the west end of the park in proximity to the playground area.

JMZ Preliminary Reconstruction Concept

The current proposed design for the JMZ project includes constructing a new museum and education building, an outdoor zoo with netted enclosure, a small zoo support building, and perimeter site improvements on the site of the current facilities. This proposed project layout has been developed in coordination with the Rinconada Park Master Plan for the surrounding park, parking lot and adjacent public facilities. The proposed improvements noted below will be further refined based on public, boards and commissions, and Council input.

Entrance Plaza: (approximately 8,500 sf)

An improved drop-off zone and paved entrance plaza leading up to the main entrance is proposed. An existing large pecan tree will be protected and featured with a stump garden play area located under its canopy. Pathways connecting staff parking areas (with/in the larger parking lot) to the education wing entrances.

Museum and Education Building: (18,250 sf)

The first floor proposed improvements include an entrance lobby, exhibit galleries, visitor amenities (restrooms, stroller parking, etc.), support spaces (wood shop and general storage), educational classroom, and collections storage.

The existing Dawn Redwood tree will be protected and enclosed within an educational courtyard providing an additional outdoor classroom space. The small second floor area will provide overlooks into the exhibit galleries below and office areas for the JMZ staff. Additional outdoor educational and gathering spaces will be provided on second floor roof decks.

Loose-in-the-Zoo: (18,600 sf)

The zoo includes enclosed exhibits for larger animals - bobcats, raccoons, turtles, meerkats - as well as a large netted enclosure over the zoo, allowing birds to fly about. A wall enclosure at the base of the loose-in-the zoo space will meet zoo enclosure requirements as well as serve as an educational exhibit for visitors entering the park on the outside of the zoo.

Zoo Support: (Building: 4,300 sf, Exterior Yard: 3,500 sf)

A low one story building housing is proposed for zoo support spaces - program animal area, feeding rooms, animal care rooms, etc. Behind the zoo and zoo support building will be a fenced lay-down area for equipment, exterior animal cages, and zoo maintenance materials.

Please refer to the attached project footprint and site plan for reference (Attachment E).

Community Outreach for JMZ and the Rinconada Park Master Plan

CAW Architects is currently refining the JMZ conceptual plan and is working to develop a construction phasing and temporary relocation plan for the zoo operations. A Community outreach step will occur prior to initiation of the planning and environmental review phase. The City will work with the Friends and CAW Architects to gather community feedback on the reconstruction of the JMZ in coordination with the proposed Rinconada Park Master Plan.

Community meetings – Planned between January and March of 2015

ARB, PRC, PTC and Council meetings – Planned between February and August of 2015

Request for Proposal for Environmental Services

A request for proposals for the environmental services was emailed to PCE's on-call list of environment consultants on July 18, 2014. Two consultants submitted

proposals for the environmental work. The proposal submitted by David J. Powers and Associates was selected by staff based on the strength of the scope of work, the opportunity for staff to review the outcome of the initial study before proceeding with a full environmental impact report as well as their lower pricing in comparison to the second proposal.

David Powers Schedule of Tasks and Related Costs

	Consultant Tasks	Cost	Time-line (weeks)
Task 1	Community Outreach and Technical Studies	\$63,950	7 weeks (1-7)
Task 2A	Initial Study and MND	\$21,400	19 weeks (8-26)
Task 2B	Full EIR (If Findings Require)	\$18,800	17 weeks (27-43)
	Total:	\$104,150	43 weeks

Timeline

As proposed by David J. Powers, the Initial Study will be produced in a 26 week period with an Environmental Impact Report (EIR) taking an additional 17 weeks to complete if deemed necessary.

Resource Impact

To fund the environmental review of the JMZ Project and the Rinconada Park Master Plan, approval of a Budget Amendment Ordinance (BAO) (Attachment C) to add \$114,565 to the Rinconada Park Master Plan Capital Improvement Program project (PE-12003) is recommended. The BAO will fund the cost of the environmental study, plus a 10% contingency amount for additional services that may be needed during the course of the environmental review.

Per the funding agreement between the City of Palo Alto and the Friends of the Junior Museum and Zoo (Attachment A), one-half of the funding for the environmental assessment, a maximum of \$57,283, will be paid by the Friends of the Palo Alto Junior Museum and Zoo, Inc. to the City.

Policy Implications

The proposed Rinconada Park Master Plan is consistent with the Comprehensive Plan Policies: C-23, C-24, C-25, C-26,C-29, C-32, L-10, L-11, L-15, L-18, L-61, L-74.

Environmental Review

The project is subject to environmental review under provisions of the California Environmental Quality Act (CEQA). Staff will work with the consultant to prepare an environmental document. The environmental document for the project will address traffic concerns, site access, parking, air quality, and noise impacts.

Attachments:

- A - 00710467 AGMT Funding Agreement Friends of Junior Museum and Zoo LLC-GBB (3) (PDF)
- B - PROF SERVICES (DESIGN AND NON DESIGN) - David J Powers (PDF)
- C - BAO XXXX - Rinconada CIP(PDF)
- D - Letter of Intent (PDF)
- E-Proposed JMZ Plan (JPG)
- F-Rinconada Long Range Plan(JPG)

**FUNDING AGREEMENT BETWEEN CITY OF PALO ALTO
AND FRIENDS OF THE PALO ALTO JUNIOR MUSEUM AND ZOO, INC.
FOR ENVIRONMENTAL REVIEW SERVICES**

This Funding Agreement (the "**Agreement**"), dated, for convenience, December 1, 2014 (the "**Effective Date**"), is entered into by and between the CITY OF PALO ALTO, a California chartered municipal corporation (the "**CITY**") and the FRIENDS OF THE PALO ALTO JUNIOR MUSEUM AND ZOO, INC., a California nonprofit public benefit corporation (the "**FRIENDS**") (individually, a "**Party**" and, collectively, the "**Parties**"), in reference to the following facts and circumstances:

RECITALS:

A. Since December 2007, the Parties have collaborated to promote their common interests in the Palo Alto Junior Museum and Zoo facility (the "**JMZ Facility**") under a Mutual Cooperation and Support Agreement.

B. On November 10, 2014, the Parties approved a non-binding letter of intent, relating to the manner in which the Parties will collaborate regarding the future improvement and expansion as well as the operation and management of the JMZ Facility.

C. The Parties wish to address the funding of the environmental assessment work (the "**Assessment Work**") relating to future improvement and expansion of the JMZ Facility; each Party will contribute one-half of the costs of work (the "**Costs**"), or approximately \$57,283 (the "**Party's Share**").

IN CONSIDERATION OF Recitals A through C, inclusive, which are made a substantive part of this Agreement, and the following covenants, terms and conditions, the Parties agree:

AGREEMENT:

SECTION 1. TERM

1.1 The term of this Agreement is one (1) year, commencing upon the Effective Date. Either Party may terminate this Agreement by giving the other Party not less than thirty (30) days' prior written notice.

SECTION 2. PURPOSES

2.1 The Parties agree that the purpose of this Agreement is to address the aggregate funding of Costs for the future Assessment Work for the JMZ Facility. The Costs will include, without limitation, the following work and activities of David J. Powers:

- (a) Initial Study;
- (b) Project Scoping Meeting Facilitation; and
- (c) Preparation of the Environmental Impact report and necessary mitigations, if any.

2.2 Nothing in this Agreement will be construed to limit the CITY's right to temporarily revoke the authority of the FRIENDS or its contractors, agents and representatives to gain access to the site of the JMZ Facility for the assessment purposes hereof in the event of an uncured default and breach of this Agreement by the FRIENDS or irrespective of any breach by the FRIENDS, in the interest of the public health, safety and welfare.

SECTION 3. FUNDING OF COSTS

3.1 As a condition precedent to the CITY's obligation to contribute its Party's Share regarding the JMZ Facility environmental assessment within thirty (30) days after the Effective Date, the FRIENDS will pay directly to the CITY the 50% share of task 1 of the Scope of Work. Preceding the work of each subsequent task, the FRIENDS will pay the CITY the 50% share for that portion of work. The FRIENDS shall receive from the CITY a receipt for the FRIENDS' payment of services outlined in the Scope of Work (Attachment A).

3.2 The CITY shall provide to the FRIENDS evidence of the payment of its Party's Share to David J. Powers. The Department of Community Services' Director, or his or her designee, will be the CITY's representative for all purposes hereof. If this Agreement is terminated for any reason, before the expenditure of all the funds in the CITY's fund or account can occur, the CITY will be entitled to all rights, titles and interests in the funds; provided, however, the CITY will thereafter expend the funds only for the purpose of completing the environmental assessment, as outlined in Attachment A (Scope of Work), or part thereof, that is not completed at the effective date of termination.

SECTION 4. ASSIGNMENT

4.1 The FRIENDS will not assign, transfer, or convey this Agreement without the express written approval of the CITY, acting by the City Manager, and any such assignment, transfer or conveyance without the approval of the City Manager will be void; in such event, at the CITY's option, the CITY may serve notice of termination of this Agreement to the FRIENDS.

SECTION 5. DEFAULT; REMEDIES FOR DEFAULT

5.1 Except as otherwise provided under this Agreement, should the FRIENDS default in the performance of any covenant, term or condition contained in this Agreement and such default is not corrected within thirty (30) days of receipt of a notice of default from the CITY, the CITY may elect to enforce any of the following rights and remedies: (a) terminate this Agreement and all rights of the FRIENDS and its consultants and contractors, if any; (b) cure any default of the FRIENDS by performance of any act, including payment of money, and the cost and expense

thereof, plus all reasonable administrative costs, will become immediately due and payable by the FRIENDS to the CITY; (c) initiate an action or suit in law or equity to enjoin any acts which may be unlawful or in violation of the rights of the CITY hereunder; or (d) pursue any other right or remedy as may be provided in this Agreement.

5.2 In the event of a default which cannot reasonably be cured within thirty (30) days, the FRIENDS shall have a reasonable period of time to cure the default. The remedies given to the CITY hereunder, or by any law now or hereafter enacted, are cumulative and the exercise of one right or remedy shall not impair the right of the CITY to exercise any or all other remedies. In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, then, and in every such case, the Parties will be restored to their former positions, rights and remedies as if no such suit, action or proceedings had been brought or taken.

6. NOTICES

6.1 All notices, requests and approvals by a Party will be given, in writing, and delivered by personal service, the United States Postal Service, express delivery service, or facsimile transmission, as follows:

TO CITY: City of Palo Alto
1305 Middlefield Road
Palo Alto, CA 94301
Phone: (650) 463-4951
Fax: (650) 321-5612
E-Mail: Greg.Betts@CityofPaloAlto.org
ATTN: Community Services Dept. Director

COPY: City of Palo Alto
P. O. Box 10250
Palo Alto, CA 94303
E-mail: Brad.Eggleston@CityofPaloAlto.org
ATTN: Public Works Dept. Assistant Director

TO FRIENDS: Friends of the Palo Alto Junior Museum
And Zoo, Inc.
1451 Middlefield Road
Palo Alto, CA 94301
Phone: (650) 326-6338
E-mail: TBA
ATTN: President

7. MISCELLANEOUS PROVISIONS

7.1 This Agreement will be governed by and construed in accordance with the laws of the State of California and the Charter of the City of Palo Alto and the Palo Alto Municipal Code. The Parties will comply with all applicable federal, state and local laws in the exercise of their rights and the performance of their obligations under this Agreement.

7.2 All provisions of this Agreement, whether covenants or conditions, will be deemed to be both covenants and conditions.

7.3 This Agreement represents the entire agreement between the Parties in regard to the subject matter and supersedes all prior negotiations, representations and contracts, written or oral. This Agreement may be amended by an instrument, in writing, signed by the Parties. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

7.4 This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This provision will take precedence in the event of a conflict with any other covenant, term or condition of this Agreement.

7.5 The Parties agree that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendment or Exhibit hereto.

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IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

APPROVED AS TO FORM:

CITY OF PALO ALTO

Senior Asst. City Attorney

City Manager

APPROVED:

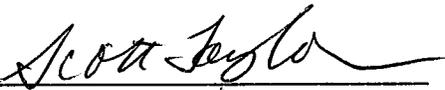
FRIENDS OF THE PALO ALTO JUNIOR
MUSEUM AND ZOO, INC.

Director of Administrative Services



Member **TIM STITT**

Director of Community Services



Member **Scott Taylor, Treasurer**

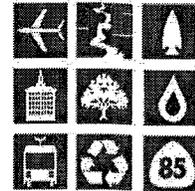
ATTACHMENT A

SCOPE OF WORK

DAVID J. POWERS & ASSOCIATES, INC.

Scope of Work to Prepare an Initial Study and EIR

Rinconada Park Long Range Plan and Junior Museum and Zoo



This scope of work is to prepare an Initial Study and EIR for the Rinconada Park Long Range Plan project, which includes improvements to the Junior Museum and Zoo. The Initial Study and EIR will comply with CEQA and the CEQA Guidelines, and will meet the requirements of the City of Palo Alto. The Initial Study and EIR would provide environmental review for the Rinconada Park Long Range Plan and improvements to the Palo Alto Junior Museum and Zoo.

Work elements will include preparing an Initial Study, Notice of Preparation, Draft EIR, draft Mitigation Monitoring or Reporting Program, and Final EIR. These elements are described below.

TASK 1: PRELIMINARY STEPS

KICK-OFF MEETING

Upon initiation of the project, DJP&A will participate in a kick-off meeting with City Staff. This meeting will be used to confirm the project schedule, work elements, and project assumptions. DJP&A will ensure that data needed from the City and the necessary timing of that data are clearly defined. DJP&A will coordinate with our subconsultants before and after the kick-off meeting to exchange necessary information. *(Completed October 1, 2014)*

COMMUNITY MEETING

DJP&A will assist City Staff with two community meetings. The purpose of the meetings is to present the proposed project to community members (with an emphasis on the newly added Junior Museum and Zoo component), and to elicit feedback from the community that will help inform the scopes of work for the various technical reports to be completed, as well as identify any potential areas of controversy.

COMPLETION OF TECHNICAL REPORTS

DJP&A will authorize the subconsultants to complete the technical reports required for the CEQA analysis. The results of the technical reports will assist the City in its determination of whether an Initial Study/Mitigated Negative Declaration or Environmental Impact Report is the appropriate level of CEQA review for the project. The technical reports to be completed, which are described in further detail in Task E, include the following:

- Air Quality: *Illingworth & Rodkin, Inc.*;

- Noise: *Illingworth & Rodkin*;
- Cultural Resources: *Holman & Associates*; and
- Traffic: *Hexagon Transportation Consultants*.
- Urban Forest Management Plan: *Hortscience, Inc.*

MEETING TO DETERMINE IF IS/MND OR EIR IS APPROPRIATE

Upon completion of the technical reports, DJP&A will meet with City staff to discuss the conclusions of the reports and the City's desired process for completing CEQA review. Should the technical reports identify no significant unavoidable impacts, the City may choose to complete a Mitigated Negative Declaration. However, should the reports identify one or more significant unavoidable impacts, or should the City determine the level of controversy associated with the project is great enough to warrant it, DJP&A will prepare an EIR, as described below.

TASK 2A: PREPARATION OF THE INITIAL STUDY

DJP&A will prepare an Initial Study (IS) that addresses all environmental issues required by the State CEQA Guidelines and the City's requirements. The IS will include a project description, a description of the existing environmental conditions, a discussion of environmental impacts associated with the proposed project (based on CEQA thresholds of significance and the CEQA Checklist), and identification of proposed and possible mitigation measures. The analysis in the IS will utilize work completed by DJP&A when preparing an Administrative Draft Initial Study for the City's Department of Public Works in 2013 for the draft Rinconada Park Long Range Plan. Utilizing this previous work will allow us to expedite the project schedule and reduce costs.

Project Description

The IS will describe the proposed project based upon information provided to DJP&A by the City of Palo Alto. This scope of work assumes that the City will provide DJP&A with all relevant information for the project concurrent with notice to proceed. The IS will contain maps, photographs, tables, and other graphics to illustrate and summarize information presented in the IS. A draft Project Description will be provided to the City early in the process of preparing the Administrative Draft IS to ensure all project elements are described accurately.

Environmental Setting, Impacts, and Mitigation Measures

The IS will include an environmental checklist consistent with the CEQA Guidelines, which will be used to identify potentially significant impacts from the project. For each subject area in the environmental checklist, the IS will include an overview of the environmental setting within which the project is located. For significant impacts, mitigation measures will be identified to reduce impacts to a less than significant level. Primary issues that will require technical and/or substantial analysis are outlined in detail below. It should be noted that the technical studies described below were not previously prepared for the 2013 Administrative Draft Initial Study described above, as that document analyzed the project at a program level.

Air Quality

The project site is located adjacent to sensitive receptors such as residences and a school. According to BAAQMD screening thresholds, due to the close proximity of these receptors to the site, construction activities associated with the project have the potential to expose persons to excessive levels of toxic air contaminants (TACs). The IS will evaluate the local community risk and air emissions from construction and operation of the project in conformance with the Bay Area Air Quality Management District (BAAQMD) guidelines, the CEQA guidelines, and City of Palo Alto thresholds. The evaluation will be based upon an Air Quality Analysis to be prepared by *Illingworth & Rodkin, Inc.* Mitigation measures to reduce significant air quality impacts, including “Best Management Practices” to control dust and particulate matter emissions, will be identified as appropriate.

Biological Resources

Rinconada Park contains roughly 300 trees, including a cluster of redwoods known as the Magic Forest and a 200-year-old coast live oak, which is identified as a Heritage Tree by the City of Palo Alto. The City began preparation of a Forest Management Plan for Rinconada Park in 2013, but the draft was left unfinished. As part of the proposed project, *Hortscience, Inc.* will complete the Forest Management Plan for the Park. The Plan will utilize data collected as part of the previous effort, including a tree inventory provided to DJP&A by the City. Trees located on the Junior Museum and Zoo property will be surveyed and added to the tree inventory. It is assumed in this scope of work that the corresponding map that accompanies the tree inventory will be provided to DJP&A in a format that can be utilized by *Hortscience, Inc.* to complete the Plan. In addition to the inventory of existing trees, the completed Plan will include recommendations for tree maintenance and best management practices for construction or other work that would occur in the vicinity of trees. The Initial Study will also analyze potential impacts to other biological resources and mitigation measures will be identified as appropriate.

Cultural Resources

The Palo Alto area is known to have been inhabited by indigenous people for many centuries prior to the arrival of the first Europeans. There may still be undiscovered archaeological resources in many parts of the City. The potential to encounter buried cultural resources will be addressed in the IS based upon available information, including information in the City’s Comprehensive Plan, as well as an archaeological literature search to be completed by *Holman & Associates*. Mitigation measures to avoid significant impacts if buried cultural resources are encountered during project construction will be identified as appropriate, in coordination with City Staff.

The Junior Museum and Zoo was constructed in the early 1940’s. A Historical Evaluation was completed for the Junior Museum and Zoo in 2004 by *Page & Turnbull, Inc.* The IS will summarize the findings of the Historical Evaluation and will incorporate its conclusions into the CEQA analysis.

Noise

The IS will evaluate potential noise impacts resulting from construction and operation of the project based on a Noise Report to be prepared by *Illingworth & Rodkin, Inc.* If noise levels are projected to exceed applicable noise standards of the City of Palo Alto, mitigation measures will be identified to control noise, as appropriate.

Transportation and Traffic

The IS will address transportation issues based upon a Traffic Impact Analysis (TIA) to be prepared by *Hexagon Transportation Consultants*. In addition to analyzing the traffic impacts of the project, the TIA will include trip and parking generation rates for both the existing and proposed uses, along with a parking analysis. The IS will provide a summary of the findings of the TIA in a clear, concise manner so that the project's traffic impacts are clearly explained for consideration by the community and City decision makers. Mitigation measures for any identified significant traffic impacts will be described, as appropriate.

Other Environmental Issues

In addition to the primary issues described above, DJP&A will address other environmental issues in the IS including aesthetics, agricultural and forestry resources, biological resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, and utilities and service systems, as required by CEQA.

Other Required Sections

The IS will include all sections required by the CEQA Guidelines, including Mandatory Findings of Significance, References, Lead Agency and Consultants, and copies of technical reports. In conformance with CEQA Guidelines Section 15130, the Mandatory Findings section will include a discussion of cumulative impacts from the project in combination with other past, pending, and reasonably foreseeable future development in the area.

Submittal of the Draft IS, Screencheck, and IS for Public Review

Upon completion of the Administrative Draft IS, DJP&A will submit up to five hard copies and one electronic version to City staff for review and comment.

The Administrative Draft IS will be revised based upon the comments and revisions received from City staff and an electronic copy of the Screencheck Draft IS will be submitted to City staff for review and final approval. Upon approval by City staff, the final formatted document will constitute the IS for public review. Upon completion of the IS, DJP&A will submit 30 hard copies and one electronic copy of the IS for circulation.

TASK 2B: PREPARATION OF THE EIR (OPTIONAL)

Notice of Preparation and Scoping Meeting

If the City determines that an EIR is required for approval of the project, DJP&A will prepare an NOP in compliance with the CEQA Guidelines and City requirements. The NOP will include a brief project description, project and vicinity maps, and an overview of the anticipated environmental impacts of the proposed project. The NOP will be sent to City staff for review and approval. Once approved, an electronic copy of the revised NOP will be submitted to the City for distribution. The NOP will be circulated with the IS described above.

During circulation of the NOP, DJP&A will attend a public EIR Scoping Meeting in Palo Alto and will be prepared to make a presentation on the environmental review process. The EIR scoping meeting will be held in compliance with CEQA, as amended. The purpose of the meeting will be to provide the community (organizations and individuals) and public agencies an opportunity to present their views of the relevant environmental issues and information to be addressed in the EIR. DJP&A will note verbal and written comments presented. Comments related to environmental issues provided in the EIR Scoping Meeting will be addressed in the EIR.

Preparation of the EIR

DJP&A will prepare a Draft EIR which will include a preface/introduction, an executive summary, a description of the project and environmental setting, an in-depth discussion of potentially significant environmental impacts or controversial topics, identification of proposed and recommended mitigation measures, a discussion of cumulative impacts, project alternatives, and all other required discussions as discussed below. The IS, described above, will be included as Appendix A of the EIR and will serve as the basis for all less than significant impact discussions.

EIR Executive Summary

A summary of the EIR will be prepared which will include a brief description of the proposed project. The summary will be prepared in tabular form and will identify the impacts of the project and proposed mitigation measures. The summary will also list the alternatives discussed and will address any known areas of public controversy.

Project Description

The EIR will have a detailed description of the proposed project, as described above in Section C for the IS. The project description will include maps, photographs, tables, and other graphics to illustrate and summarize information presented in the EIR. This section will also include a list of the project objectives, necessary discretionary actions, and decision-making agencies.

Consistency with Plans and Policies

This section will discuss whether or not the proposed project is consistent with applicable land use controls, including local, regional, and statewide plans and policies. Particular attention will be given to inconsistencies, if any are identified, and the likelihood that such inconsistencies might result in significant adverse environmental effects.

Existing Setting, Impacts and Mitigation Measures

The EIR will describe the existing environmental setting, based on conditions that exist at the time the NOP is released, and evaluate the project's effect on the natural and man-made environment. The subjects to be addressed in detail within the EIR will be determined pending completion of the circulation of the NOP and attached IS. The IS will be included as Appendix A of the EIR and will serve as the basis for all less than significant impact discussions. The EIR will clearly identify all potential environmental impacts resulting from the project, and will identify mitigation measures proposed to avoid or reduce significant impacts, and evaluate briefly the expected effectiveness/feasibility of these measures.

Cumulative Impacts

The EIR will discuss the cumulative impacts of the project and other pending and future projects in the area, in conformance with CEQA Guidelines Section 15130. The EIR will analyze and describe the significant cumulative impacts to which the project would contribute, based on a list of pending projects to be provided by the City of Palo Alto.

Alternatives

The EIR will evaluate possible alternatives to the proposed project, based on the results of the environmental analysis. The alternatives discussion will focus on those alternatives that could feasibly accomplish most of the basic purposes and objectives of the project, while avoiding or substantially lessening one or more of the significant environmental effects (CEQA Guidelines Section 15126.6). DJP&A will coordinate with City staff to identify the alternatives to be analyzed in the EIR; however, it is currently anticipated that the alternatives to be evaluated in the EIR will include the following:

1. No Project Alternative;
2. Reduced Scale or Reduced Intensity Alternative;
3. Location Alternative(s); and
4. Environmentally Superior Alternative (to be chosen from one of the above).

This section will evaluate the impacts of each alternative, as required by CEQA (Guidelines Section 15126.6) and based on the "rule of reason." The alternatives discussion will describe the environmental impacts and benefits of the alternatives, compared with the proposed project. In accordance with CEQA, the EIR will identify an environmentally superior alternative from the alternatives described, based on the number and degree of associated environmental impacts.

Other Required Sections

The above discussions identify and highlight the major sections in the EIR. In conformance with the CEQA Guidelines, the EIR will also include the following sections: 1) Significant Unavoidable Impacts; 2) Growth Inducing Impacts; 3) Significant Irreversible Environmental Changes; 4) EIR References and Organizations & Persons Consulted; and 5) Lead Agency and Consultants.

Submittal of the Administrative Draft EIR, Screencheck, and Draft EIR for Public Review

Upon completion of the Administrative Draft EIR, DJP&A will submit up to five hard copies and one electronic copy of the Draft EIR to City staff for review and comment. Based on the comments received from the City, the document will be revised and an electronic copy of the Screencheck Draft EIR will be submitted to City staff for review and final approval. Upon approval by City staff, the final formatted document will constitute the Draft EIR for public review and up to 30 hard copies, 15 CDs and Executive Summaries, and one web-ready PDF copy of the Draft EIR will be provided to the City of Palo Alto for circulation to the State Clearinghouse, public agencies, and the public.

Responses to Comments and Preparation of the Final EIR

After the mandatory 45-day review period, DJP&A will respond to comments received on the EIR and prepare a Final EIR. Our cost assumes that no more than 20 pages (or the equivalent of approximately 20 hours of Project Manager time) of substantive comments will be received on the Draft EIR. If additional comments are received, DJP&A can respond to them on a time and materials basis after receiving written authorization from you. The Final EIR will include any text revisions that may be required. Once the Final EIR is reviewed and approved by the City, we will provide the City with up to 35 hard copies and one electronic copy for circulation. The document will then circulate for 10 days back to the agencies and individuals who commented on the Draft EIR, prior to the City taking any action on the EIR or the project.

SUBTASKS FOR BOTH TASKS 2A AND 2B

PROJECT MEETINGS AND PUBLIC HEARINGS

In addition to the Kick-off Meeting and Public Scoping Meeting (described above), this scope of work includes attendance at one community meeting, up to three additional coordination meetings, and two hearings during the preparation of the EIR. These meetings will be attended by the Principal Project Manager and/or Project Manager. If requested, additional meetings will be attended on a time and materials basis in accordance with the attached charge rate schedule.

PREPARATION OF MITIGATION MONITORING OR REPORTING PROGRAM

In accordance with State law and the CEQA Guidelines, we will prepare a draft Mitigation Monitoring or Reporting Program (MMRP) that identifies when mitigation measures will be implemented, who will be responsible for implementing them, and who will provide oversight. The draft MMRP will be completed and submitted to City staff prior to the Planning Commission hearing on the project.

PREPARATION OF NOTICES/FINDINGS

In addition to preparation of the NOP, DJP&A will assist the City with the preparation of other draft notices including the Notice of Availability, Notice of Completion (for shipments to the State Clearinghouse), and Notice of Determination.

Although we are not attorneys and cannot prepare findings, we will assist your attorney and/or City staff in compiling information from the EIR for findings required under CEQA Guidelines Section 15091, if requested to do so. Because of our desire to avoid an appearance of a conflict of interest, we cannot assist in preparing a Statement of Overriding Considerations, should one be required. We can, however, advise the City on documentation to support such a statement.

PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION

DJP&A will provide general project management, contract administration, and coordination with the City throughout the IS/EIR process for the project.

The DJP&A Project Manager will prepare a work plan at the start of the project. The work plan includes the schedule for preparing each section of the document and due dates for work products from the project team. The work plan is used on a regular basis to track progress and maintain schedule and is updated accordingly.

The Project Manager also maintains a budget for the project, which is updated monthly to ensure that the project is remaining within the proposed budget. The Project Manager will maintain frequent communication with the City, review project information and technical reports promptly, and address issues/questions as they arise. Email communications and short conference calls will be used to foster communication and update City Staff on the progress of the environmental analysis and any outstanding issues to be resolved.

TECHNICAL INFORMATION REQUIRED

Our scope and schedule are based on the assumption that we will receive the project details concurrent with the Notice to Proceed. Delays in receiving any of the information listed below will result in day for day delays to the overall project schedule.

Plans, Maps, and Project Information

- Site plan which shows all proposed improvements, including building footprints, setbacks, parking spaces, vehicle circulation, amenity space, and landscaping;
- Conceptual elevations that show building height and building appearance;
- Identification of trees to be removed;
- Square footage of pervious and impervious surfaces pre- and post-construction;

- Stormwater Quality Control Plan (including construction and dewatering) that meets Low Impact Development (LID) requirements;
- Energy and water conservation and other green building measures (such a LEED certification) included in the project; and
- Construction details (e.g., estimated start date, duration, phasing, depth of excavation, cut and fill amounts, equipment to be used, etc.).

Technical Reports

- Geotechnical Report

CITY OF PALO ALTO CONTRACT NO. C15157280

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND DAVID J. POWERS & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 1ST day of December, 2014, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **DAVID J POWERS & ASSOCIATES, INC.**, a California corporation , located at 1871 The Alameda, Suite 200, San Jose, CA 95126 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to draft an Initial Environmental Study and CEQA document if necessary (“Project”) and desires to engage a consultant to provide the needed services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by the City, as needed, with a Task Order assigned and approved by the City’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a City Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and the City may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through a 50 week period unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed One Hundred Four Thousand One Hundred Fifty Dollars (\$104,150.00). In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed One Hundred and Fourteen Thousand Five Hundred and Sixty-Five Dollars (\$114,565.00). The applicable rates and schedule of payment are set out in Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and

subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

CONSULTANT shall not be responsible for the validity or accuracy of the data collected by others or interpretations made by others. CONSULTANT shall not be responsible for any additional expenses or charges that may be necessary to complete this work, except where the work arises from the negligence of the CONSULTANT. CONSULTANT shall not be responsible for delays or damages caused by delays in receiving necessary and accurate project information, delays in administrative review(s) by the CITY, continuances of public hearing, or other delays outside the control of the CONSULTANT or resulting from sources other than the negligence by the CONSULTANT.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY's stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not

assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

Option B: Subcontracts Authorized: Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

- Illingworth & Rodkin, Inc – Air Quality & Noise Consultant
- Hexagon Transportation Consultant – Traffic Consultant
- Holman & Associates – Archaeological Consultant
- Hortscience – Urban Forestry Consultant

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Jodi Starbird as the Lead Consultant to have supervisory responsibility for the performance, progress, and execution of the Services and Michael Lisenbee as the project manager to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's project manager is Peter Jensen, Public Works Department, Engineering Division, 250 Hamilton Ave., Palo Alto, CA 94303, Telephone:650-617-3183. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT

agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. 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.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this

Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the City’s Environmentally Preferred Purchasing policies which are available at the City’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of the City’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, Consultant shall comply with the following zero waste requirements:

- All printed materials provided by Consultant to City generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by the City’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- Goods purchased by Consultant on behalf of the City shall be purchased in accordance with the City’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Office.
- Reusable/returnable pallets shall be taken back by the Consultant, at no additional cost to the City, for reuse or recycling. Consultant shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any

penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, City shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized /representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

Senior Asst. City Attorney

DAVID J. POWERS & ASSOCIATES, INC.

DocuSigned by:
By: *Judy W. Shanley*
37E4ACC1FD7B4AC...

Name: Judy W. Shanley

Title: President

Attachments:

- EXHIBIT "A": SCOPE OF WORK
- EXHIBIT "A-1": ON CALL TASK ORDER (Optional)
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

EXHIBIT "A" SCOPE OF SERVICES

DAVID J. POWERS & ASSOCIATES, INC.



Scope of Work to Prepare an Initial Study and EIR

Rinconada Park Long Range Plan and Junior Museum and Zoo

This scope of work is to prepare an Initial Study and EIR for the Rinconada Park Long Range Plan project, which includes improvements to the Junior Museum and Zoo. The Initial Study and EIR will comply with CEQA and the CEQA Guidelines, and will meet the requirements of the City of Palo Alto. The Initial Study and EIR would provide environmental review for the Rinconada Park Long Range Plan and improvements to the Palo Alto Junior Museum and Zoo.

Work elements will include preparing an Initial Study, Notice of Preparation, Draft EIR, draft Mitigation Monitoring or Reporting Program, and Final EIR. These elements are described below.

TASK 1: PRELIMINARY STEPS

KICK-OFF MEETING

Upon initiation of the project, DJP&A will participate in a kick-off meeting with City Staff. This meeting will be used to confirm the project schedule, work elements, and project assumptions.

DJP&A will ensure that data needed from the City and the necessary timing of that data are clearly defined. DJP&A will coordinate with our subconsultants before and after the kick-off meeting to exchange necessary information. *(Completed October 1, 2014)*

COMMUNITY MEETING

DJP&A will assist City Staff with two community meetings. The purpose of the meetings is to present the proposed project to community members (with an emphasis on the newly added Junior Museum and Zoo component), and to elicit feedback from the community that will help inform the scopes of work for the various technical reports to be completed, as well as identify any potential areas of controversy.

COMPLETION OF TECHNICAL REPORTS

DJP&A will authorize the subconsultants to complete the technical reports required for the CEQA analysis. The results of the technical reports will assist the City in its determination of whether an Initial Study/Mitigated Negative Declaration or Environmental Impact Report is the appropriate level of CEQA review for the project. The technical reports to be completed, which are described in further detail in Task E, include the following:

- Air Quality: *Illingworth & Rodkin, Inc.*;
- Noise: *Illingworth & Rodkin*;
- Cultural Resources: *Holman & Associates*; and
- Traffic: *Hexagon Transportation Consultants*.
- Urban Forest Management Plan: *Hortscience, Inc.*

MEETING TO DETERMINE IF IS/MND OR EIR IS APPROPRIATE

Upon completion of the technical reports, DJP&A will meet with City staff to discuss the conclusions of the reports and the City's desired process for completing CEQA review. Should the technical reports identify no significant unavoidable impacts, the City may choose to complete a Mitigated Negative Declaration. However, should the reports identify one or more significant unavoidable impacts, or should the City determine the level of controversy associated with the project is great enough to warrant it, DJP&A will prepare an EIR, as described below.

TASK 2A: PREPARATION OF THE INITIAL STUDY

DJP&A will prepare an Initial Study (IS) that addresses all environmental issues required by the State CEQA Guidelines and the City's requirements. The IS will include a project description, a description of the existing environmental conditions, a discussion of environmental impacts associated with the proposed project (based on CEQA thresholds of significance and the CEQA Checklist), and identification of proposed and possible mitigation measures. The analysis in the IS will utilize work completed by DJP&A when preparing an Administrative Draft Initial Study for the City's Department of Public Works in 2013 for the draft Rinconada Park Long Range Plan. Utilizing this previous work will allow us to expedite the project schedule and reduce costs.

Project Description

The IS will describe the proposed project based upon information provided to DJP&A by the City of Palo Alto. This scope of work assumes that the City will provide DJP&A with all relevant information for the project concurrent with notice to proceed. The IS will contain maps, photographs, tables, and other graphics to illustrate and summarize information presented in the IS. A draft Project Description will be provided to the City early in the process of preparing the Administrative Draft IS to ensure all project elements are described accurately.

Environmental Setting, Impacts, and Mitigation Measures

The IS will include an environmental checklist consistent with the CEQA Guidelines, which will be used to identify potentially significant impacts from the project. For each subject area in the environmental checklist, the IS will include an overview of the environmental setting within which the project is located. For significant impacts, mitigation measures will be identified to reduce impacts to a less than significant level. Primary issues that will require technical and/or substantial analysis are outlined in detail below. It should be noted that the technical studies described below were not previously prepared for the 2013 Administrative Draft Initial Study described above, as that document analyzed the project at a program level.

Air Quality

The project site is located adjacent to sensitive receptors such as residences and a school. According to BAAQMD screening thresholds, due to the close proximity of these receptors to the site, construction activities associated with the project have the potential to expose persons to excessive levels of toxic air contaminants (TACs). The IS will evaluate the local community risk and air

emissions from construction and operation of the project in conformance with the Bay Area Air Quality Management District (BAAQMD) guidelines, the CEQA guidelines, and City of Palo Alto thresholds. The evaluation will be based upon in an Air Quality Analysis to be prepared by *Illingworth & Rodkin, Inc.* Mitigation measures to reduce significant air quality impacts, including “Best Management Practices” to control dust and particulate matter emissions, will be identified as appropriate.

Biological Resources

Rinconada Park contains roughly 300 trees, including a cluster of redwoods known as the Magic Forest and a 200-year-old coast live oak, which is identified as a Heritage Tree by the City of Palo Alto. The City began preparation of a Forest Management Plan for Rinconada Park in 2013, but the draft was left unfinished. As part of the proposed project, *Hortscience, Inc.* will complete the Forest Management Plan for the Park. The Plan will utilize data collected as part of the previous effort, including a tree inventory provided to DJP&A by the City. Trees located on the Junior Museum and Zoo property will be surveyed and added to the tree inventory. It is assumed in this scope of work that the corresponding map that accompanies the tree inventory will be provided to DJP&A in a format that can be utilized by *Hortscience, Inc.* to complete the Plan. In addition to the inventory of existing trees, the completed Plan will include recommendations for tree maintenance and best management practices for construction or other work that would occur in the vicinity of trees. The Initial Study will also analyze potential impacts to other biological resources and mitigation measures will be identified as appropriate.

Cultural Resources

The Palo Alto area is known to have been inhabited by indigenous people for many centuries prior to the arrival of the first Europeans. There may still be undiscovered archaeological resources in many parts of the City. The potential to encounter buried cultural resources will be addressed in the IS based upon available information, including information in the City’s Comprehensive Plan, as well as an archaeological literature search to be completed by *Holman & Associates*. Mitigation measures to avoid significant impacts if buried cultural resources are encountered during project construction will be identified as appropriate, in coordination with City Staff.

The Junior Museum and Zoo was constructed in the early 1940’s. A Historical Evaluation was completed for the Junior Museum and Zoo in 2004 by *Page & Turnbull, Inc.* The IS will summarize the findings of the Historical Evaluation and will incorporate its conclusions into the CEQA analysis.

Noise

The IS will evaluate potential noise impacts resulting from construction and operation of the project based on a Noise Report to be prepared by *Illingworth & Rodkin, Inc.* If noise levels are projected to exceed applicable noise standards of the City of Palo Alto, mitigation measures will be identified to control noise, as appropriate.

Transportation and Traffic

The IS will address transportation issues based upon a Traffic Impact Analysis (TIA) to be prepared by *Hexagon Transportation Consultants*. In addition to analyzing the traffic impacts of the project, the TIA will include trip and parking generation rates for both the existing and proposed uses, along with a parking analysis. The IS will provide a summary of the findings of the TIA in a clear, concise manner so that the project's traffic impacts are clearly explained for consideration by the community and City decision makers. Mitigation measures for any identified significant traffic impacts will be described, as appropriate.

Other Environmental Issues

In addition to the primary issues described above, DJP&A will address other environmental issues in the IS including aesthetics, agricultural and forestry resources, biological resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, population and housing, public services, recreation, and utilities and service systems, as required by CEQA.

Other Required Sections

The IS will include all sections required by the CEQA Guidelines, including Mandatory Findings of Significance, References, Lead Agency and Consultants, and copies of technical reports. In conformance with CEQA Guidelines Section 15130, the Mandatory Findings section will include a discussion of cumulative impacts from the project in combination with other past, pending, and reasonably foreseeable future development in the area.

Submittal of the Draft IS, Screencheck, and IS for Public Review

Upon completion of the Administrative Draft IS, DJP&A will submit up to five hard copies and one electronic version to City staff for review and comment.

The Administrative Draft IS will be revised based upon the comments and revisions received from City staff and an electronic copy of the Screencheck Draft IS will be submitted to City staff for review and final approval. Upon approval by City staff, the final formatted document will constitute the IS for public review. Upon completion of the IS, DJP&A will submit 30 hard copies and one electronic copy of the IS for circulation.

TASK 2B: PREPARATION OF THE EIR (OPTIONAL)

Notice of Preparation and Scoping Meeting

If the City determines that an EIR is required for approval of the project, DJP&A will prepare an NOP in compliance with the CEQA Guidelines and City requirements. The NOP will include a brief project description, project and vicinity maps, and an overview of the anticipated environmental impacts of the proposed project. The NOP will be sent to City staff for review and approval. Once approved, an electronic copy of the revised NOP will be submitted to the City for distribution. The NOP will be circulated with the IS described above.

During circulation of the NOP, DJP&A will attend a public EIR Scoping Meeting in Palo Alto and will be prepared to make a presentation on the environmental review process. The EIR scoping meeting will be held in compliance with CEQA, as amended. The purpose of the meeting will be to provide the community (organizations and individuals) and public agencies an opportunity to present their views of the relevant environmental issues and information to be addressed in the EIR. DJP&A will note verbal and written comments presented. Comments related to environmental issues provided in the EIR Scoping Meeting will be addressed in the EIR.

Preparation of the EIR

DJP&A will prepare a Draft EIR which will include a preface/introduction, an executive summary, a description of the project and environmental setting, an in-depth discussion of potentially significant environmental impacts or controversial topics, identification of proposed and recommended mitigation measures, a discussion of cumulative impacts, project alternatives, and all other required discussions as discussed below. The IS, described above, will be included as Appendix A of the EIR and will serve as the basis for all less than significant impact discussions.

EIR Executive Summary

A summary of the EIR will be prepared which will include a brief description of the proposed project. The summary will be prepared in tabular form and will identify the impacts of the project and proposed mitigation measures. The summary will also list the alternatives discussed and will address any known areas of public controversy.

Project Description

The EIR will have a detailed description of the proposed project, as described above in Section C for the IS. The project description will include maps, photographs, tables, and other graphics to illustrate and summarize information presented in the EIR. This section will also include a list of the project objectives, necessary discretionary actions, and decision-making agencies.

Consistency with Plans and Policies

This section will discuss whether or not the proposed project is consistent with applicable land use controls, including local, regional, and statewide plans and policies. Particular attention will be given to inconsistencies, if any are identified, and the likelihood that such inconsistencies might result in significant adverse environmental effects.

Existing Setting, Impacts and Mitigation Measures

The EIR will describe the existing environmental setting, based on conditions that exist at the time the NOP is released, and evaluate the project's effect on the natural and man-made environment. The subjects to be addressed in detail within the EIR will be determined pending completion of the circulation of the NOP and attached IS. The IS will be included as Appendix A of the EIR and will serve as the basis for all less than significant impact discussions. The EIR will clearly identify all potential environmental impacts resulting from the project, and will identify mitigation measures proposed to avoid or reduce significant impacts, and evaluate briefly the expected effectiveness/feasibility of these measures.

Cumulative Impacts

The EIR will discuss the cumulative impacts of the project and other pending and future projects in the area, in conformance with CEQA Guidelines Section 15130. The EIR will analyze and describe the significant cumulative impacts to which the project would contribute, based on a list of pending projects to be provided by the City of Palo Alto.

Alternatives

The EIR will evaluate possible alternatives to the proposed project, based on the results of the environmental analysis. The alternatives discussion will focus on those alternatives that could feasibly accomplish most of the basic purposes and objectives of the project, while avoiding or substantially lessening one or more of the significant environmental effects (CEQA Guidelines Section 15126.6). DJP&A will coordinate with City staff to identify the alternatives to be analyzed in the EIR; however, it is currently anticipated that the alternatives to be evaluated in the EIR will include the following:

1. No Project Alternative;
2. Reduced Scale or Reduced Intensity Alternative;
3. Location Alternative(s); and
4. Environmentally Superior Alternative (to be chosen from one of the above).

This section will evaluate the impacts of each alternative, as required by CEQA (Guidelines Section 15126.6) and based on the "rule of reason." The alternatives discussion will describe the environmental impacts and benefits of the alternatives, compared with the proposed project. In accordance with CEQA, the EIR will identify an environmentally superior alternative from the alternatives described, based on the number and degree of associated environmental impacts.

Other Required Sections

The above discussions identify and highlight the major sections in the EIR. In conformance with the CEQA Guidelines, the EIR will also include the following sections: 1) Significant Unavoidable Impacts; 2) Growth Inducing Impacts; 3) Significant Irreversible Environmental Changes; 4) EIR References and Organizations & Persons Consulted; and 5) Lead Agency and Consultants.

Submittal of the Administrative Draft EIR, Screencheck, and Draft EIR for Public Review

Upon completion of the Administrative Draft EIR, DJP&A will submit up to five hard copies and one electronic copy of the Draft EIR to City staff for review and comment. Based on the comments received from the City, the document will be revised and an electronic copy of the Screencheck Draft EIR will be submitted to City staff for review and final approval. Upon approval by City staff, the final formatted document will constitute the Draft EIR for public review and up to 30 hard copies, 15 CDs and Executive Summaries, and one web-ready PDF copy of the Draft EIR will be provided to the City of Palo Alto for circulation to the State Clearinghouse, public agencies, and the public.

Responses to Comments and Preparation of the Final EIR

After the mandatory 45-day review period, DJP&A will respond to comments received on the EIR and prepare a Final EIR. Our cost assumes that no more than 20 pages (or the equivalent of approximately 20 hours of Project Manager time) of substantive comments will be received on the Draft EIR. If additional comments are received, DJP&A can respond to them on a time and materials basis after receiving written authorization from you. The Final EIR will include any text revisions that may be required. Once the Final EIR is reviewed and approved by the City, we will provide the City with up to 35 hard copies and one electronic copy for circulation. The document will then circulate for 10 days back to the agencies and individuals who commented on the Draft EIR, prior to the City taking any action on the EIR or the project.

SUBTASKS FOR BOTH TASKS 2A AND 2B

PROJECT MEETINGS AND PUBLIC HEARINGS

In addition to the Kick-off Meeting and Public Scoping Meeting (described above), this scope of work includes attendance at one community meeting, up to three additional coordination meetings, and two hearings during the preparation of the EIR. These meetings will be attended by the Principal Project Manager and/or Project Manager. If requested, additional meetings will be attended on a time and materials basis in accordance with the attached charge rate schedule.

PREPARATION OF MITIGATION MONITORING OR REPORTING PROGRAM

In accordance with State law and the CEQA Guidelines, we will prepare a draft Mitigation Monitoring or Reporting Program (MMRP) that identifies when mitigation measures will be implemented, who will be responsible for implementing them, and who will provide oversight. The draft MMRP will be completed and submitted to City staff prior to the Planning Commission hearing on the project.

PREPARATION OF NOTICES/FINDINGS

In addition to preparation of the NOP, DJP&A will assist the City with the preparation of other draft notices including the Notice of Availability, Notice of Completion (for shipments to the State Clearinghouse), and Notice of Determination.

Although we are not attorneys and cannot prepare findings, we will assist your attorney and/or City staff in compiling information from the EIR for findings required under CEQA Guidelines Section 15091, if requested to do so. Because of our desire to avoid an appearance of a conflict of interest, we cannot assist in preparing a Statement of Overriding Considerations, should one be required. We can, however, advise the City on documentation to support such a statement.

PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION

DJP&A will provide general project management, contract administration, and coordination with the City throughout the IS/EIR process for the project.

The DJP&A Project Manager will prepare a work plan at the start of the project. The work plan includes the schedule for preparing each section of the document and due dates for work products from the project team. The work plan is used on a regular basis to track progress and maintain schedule and is updated accordingly.

The Project Manager also maintains a budget for the project, which is updated monthly to ensure that the project is remaining within the proposed budget. The Project Manager will maintain frequent communication with the City, review project information and technical reports promptly, and address issues/questions as they arise. Email communications and short conference calls will be used to foster communication and update City Staff on the progress of the environmental analysis and any outstanding issues to be resolved.

TECHNICAL INFORMATION REQUIRED

Our scope and schedule are based on the assumption that we will receive the project details concurrent with the Notice to Proceed. Delays in receiving any of the information listed below will result in day for day delays to the overall project schedule.

Plans, Maps, and Project Information

- Site plan which shows all proposed improvements, including building footprints, setbacks, parking spaces, vehicle circulation, amenity space, and landscaping;
- Conceptual elevations that show building height and building appearance;
- Identification of trees to be removed;
- Square footage of pervious and impervious surfaces pre- and post-construction;
- Stormwater Quality Control Plan (including construction and dewatering) that meets Low Impact Development (LID) requirements;
- Energy and water conservation and other green building measures (such as LEED certification) included in the project; and
- Construction details (e.g., estimated start date, duration, phasing, depth of excavation, cut and fill amounts, equipment to be used, etc.).

Technical Reports

- Geotechnical Report

(Optional – for On Call Agreements only)

EXHIBIT “A-1”

Environmental Planners & Consultants

1871 The Alameda • Suite 200 • San José, CA 95126 • Tel (408) 248-3500 • Fax (408) 248-9641 • www.davidjpowers.com

PROFESSIONAL SERVICES TASK ORDER

Consultant hereby agrees to perform the work detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into the Agreement by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.
Purchase Requisition No.

ISSUE DATE

- 1A. MASTER AGREEMENT NUMBER
- 1B. TASK ORDER NO.
- 2. CONSULTANT
- 3. PERIOD OF PERFORMANCE: START: _____ COMPLETION: _____
- 4. TOTAL TASK ORDER PRICE: \$ _____
BALANCE REMAINING IN MASTER AGREEMENT \$ _____
- 5. BUDGET CODE: _____
COST CENTER _____ COST ELEMENT _____ WBS/CIP _____
PHASE _____
- 6. CITY _____ PROJECT _____ MANAGER'S
NAME/DEPARTMENT _____
- 7. DESCRIPTION OF SCOPE OF SERVICES _____
MUST INCLUDE:
 - WORK TO BE PERFORMED
 - SCHEDULE OF WORK
 - BASIS FOR PAYMENT & FEE SCHEDULE
 - DELIVERABLES
 - REIMBURSABLES (with "not to exceed" cost)
- 8. ATTACHMENTS: A: Scope of Services B: _____

I hereby authorize the performance of
the work described above in this Task Order.

I hereby acknowledge receipt and
acceptance
of this Task Order and warrant that I have
authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME: _____

BY: _____
Name _____
Title _____
Date _____

BY: _____
Name _____
Title _____
Date _____

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Milestones	Completion No. of Days/Weeks From NTP
1. Task 1 Preliminary Studies	7 weeks
2. Task 2A – Prepare Initial Study	33 weeks
3. Task 2B – Prepare EIR (If determined necessary)	50 weeks

EXHIBIT "C" COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit "A" ("Basic Services") and reimbursable expenses shall not exceed \$104,150. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$114,565. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY's Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$104,150 and the total compensation for Additional Services does not exceed \$114,565.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Preliminary Studies)	\$63,950
Task 2A (Initial Study)	\$19,900
Task 2B (EIR)	\$16,800
 Sub-total Basic Services	 \$100,650
Reimbursable Expenses	\$3,500
 Total Basic Services and Reimbursable expenses	 \$104,150
Additional Services (Not to Exceed)	\$10,415
 Maximum Total Compensation	 \$114,565

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: \$3,500

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$3,500 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services:

Any further work outside the work detailed in the project scope that is required to complete the Initial Study and EIR.

**EXHIBIT “C-1”
HOURLY RATE SCHEDULE**



CHARGE RATE SCHEDULE¹

SENIOR PRINCIPAL	\$ 255.00 PER HOUR
PRINCIPAL PROJECT MANAGER	\$ 225.00 PER HOUR
SENIOR ENVIRONMENTAL SPECIALIST	\$ 200.00 PER HOUR
SENIOR PROJECT MANAGER	\$ 180.00 PER HOUR
ENVIRONMENTAL SPECIALIST	\$ 165.00 PER HOUR
PROJECT MANAGER	\$ 155.00 PER HOUR
ASSOCIATE PROJECT MANAGER	\$ 140.00 PER HOUR
ASSISTANT PROJECT MANAGER	\$ 115.00 PER HOUR
RESEARCHER	\$ 100.00 PER HOUR
DRAFTSPERSON/GRAPHIC ARTIST	\$ 90.00 PER HOUR
DOCUMENT PROCESSOR/QUALITY CONTROL	\$ 90.00 PER HOUR
ADMINISTRATIVE MANAGER	\$ 90.00 PER HOUR
OFFICE SUPPORT	\$ 75.00 PER HOUR

MATERIALS, OUTSIDE SERVICES AND SUBCONSULTANTS INCLUDE A 15% ADMINISTRATION FEE.

MILEAGE WILL BE CHARGED PER THE CURRENT IRS STANDARD MILEAGE RATE AT THE TIME COSTS OCCUR.

SUBJECT TO REVISION JANUARY 1, 2015

¹ David J. Powers & Associates, Inc. provides regular, clear and accurate invoices as the work on this project proceeds, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis.

EXHIBIT "D" INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY

Professional Services
Rev Feb. 2014

SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED TO:

**PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303**

Ordinance No. XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF PALO ALTO AMENDING THE BUDGET FOR THE FISCAL YEAR 2015 IN THE CAPITAL IMPROVEMENT FUND, INCREASING THE RINCONADA PARK MASTER PLAN AND DESIGN PROJECT (PE-12003) IN THE AMOUNT OF \$114,565, OFFSET BY A REDUCTION TO THE INFRASTRUCTURE RESERVE AND A REIMBURSEMENT FROM THE FRIENDS OF THE JUNIOR MUSEM AND ZOO, INC..

The Council of the City of Palo Alto does ORDAIN as follows:

SECTION 1. The Council of the City of Palo Alto finds and determines as follows:

A. Pursuant to the provisions of Section 12 of Article III of the Charter of the City of Palo Alto, the Council on June 16, 2014 did adopt a budget for Fiscal Year 2015; and

B. In Fiscal Year 2012, the City Council appropriated \$150,000 for the Rinconada Park Master Plan and Design Project (PE-12003), to develop a Master Plan that would guide development in the Park for the next 25 years; and

C. On July 18, 2014, a notice inviting formal bids for the Environmental Review work for the Rinconada Park Master Plan and Design Project was issued. Bids were received from two qualified contractors, and David J. Powers was declared the lowest responsible bidder with a bid of \$104,150 plus a 10 percent contingency of \$10,415 for unforeseen work which may develop during the project.

SECTION 2. The sum of One Hundred Fourteen Thousand Five Hundred and Sixty Five Dollars (\$114,565) is hereby appropriated to the Rinconada Park Master Plan and Design Project (PE-12003) in the Capital Improvement Fund and is offset by a reduction to the Infrastructure Reserve (\$57,283) and a reimbursement from the Friends of the Junior Museum and Zoo (\$57,283).

SECTION 3. As provided in Section 2.04.330 of the Palo Alto Municipal Code, this ordinance shall become effective upon adoption.

SECTION 4. As specified in Section 2.28.080(a) of the Palo Alto Municipal Code, a two-thirds vote of the City Council is required to adopt this ordinance.

SECTION 5. The Council of the City of Palo Alto hereby finds that this is not a project under the California Environmental Quality Act and, therefore, no environmental impact assessment is necessary.

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INTRODUCED AND PASSED: Enter Date Here

AYES:

NOES:

ABSENT:

ABSTENTIONS:

NOT PARTICIPATING:

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

Mayor

APPROVED:

City Manager

Director of Administrative Services

Director of Public Works

October 10, 2014

Aletha Coleman, President
Friends of the Palo Alto Junior Museum & Zoo
1451 Middlefield Road
Palo Alto, CA 94310

RE: Rebuilding of the Junior Museum & Zoo at Rinconada Park

Dear Ms. Coleman:

The City of Palo Alto (the "City") and the Friends of the Palo Alto Junior Museum and Zoo (the "Friends") (previously known as the Junior Museum and Zoo Associates) (each a "Party" and collectively, the "Parties") have enjoyed a long-standing relationship since 1962. In 2013, the Parties entered into a new Mutual Cooperation and Support Agreement for a term of up to six years, as it pertains to the Junior Museum and Zoo. This Support Agreement allows the Friends to use the JMZ to the benefit of the JMZ's patrons and provides for the Friends' support of the operations, education-related programs, and activities.

The City and the Friends now wish to collaborate in regard to a construction project (the "Project") that would result in the complete rebuilding of the existing Junior Museum and Zoo facility ("JMZ") as well as the Friends' operation of the JMZ for 40 years after completion of the Project. The Project will be located within the boundaries of Rinconada Park, Palo Alto, as depicted in the Draft Rinconada Park Master Plan.

The City does not have sufficient funds to rebuild the existing JMZ facility and the Parties anticipate that the costs of the operation of the newly designed JMZ facility will exceed the current City's budget appropriations for the JMZ. The City desires to stabilize and reduce on a long-term basis its financial support for the JMZ's operation and the Friends seek financial support from the City in the initial years of the operation of the rebuilt facility. The Parties envision that the JMZ's mission, core programs, and services would be enhanced with a strong public-private partnership between the Parties, comprised of excellent communication and mutual understanding.

The Parties are interested in undertaking and completing the Project in accordance with two or more agreements subject to mutually acceptable terms and conditions. The Parties will endeavor to negotiate and finalize the drafting of the following agreements over the next twelve (12) months, as practicable:

Project Design and Construction Agreement

This design/construction agreement would, for a period of time, grant the Friends a license or permission for access to, and the non-exclusive use and possession of, the Project's construction site (including within Rinconada Park), in order that the Friends may develop this area in order to improve, replace, and rebuild the JMZ to provide enhanced levels of service to the Palo Alto community and JMZ visitors.

Operations and Management Services Agreement

This operations/management services agreement will address, among other items, the methods for appropriate public input to programs and services, the structure for financial and programmatic oversight of the operations, the adequacy of financial resources to facilitate the successful operation of the new facility, and the transition of the operation of the facility to the Friends and then possibly back to the City after the expiration of the agreement with the Friends. As part of the development of this operations/management services agreement, the Friends will prepare detailed financial *pro formas* with underlying assumptions and an operational plan which support the successful operation of the new JMZ facility. This agreement will address the appropriate operating constraints and public benefits.

Both agreements will be subject to the approval of the Palo Alto City Council and the approval as to form by the Palo Alto City Attorney. The Council will be required to adopt a park improvement ordinance in regard to the Project for any portion of the Project that will be constructed within Rinconada Park, as required by the City Charter and the Palo Alto Municipal Code.

Upon the Friend's acceptance of this letter, the Friends will continue raising funds for the design and construction of the JMZ facility as well as operating reserves for the operation of the facility and prepare construction documents and an operational plan. The Friends will undertake a community outreach and fundraising program to garner the community's input and support for the Project.

The Friends will be required to obtain and maintain all required City permits and other authorizations and furnish or caused to be furnish any financial and non-financial security, during the construction, as appropriate, and upon request, to the City, including, but not limited to insurance, indemnity, lien waivers, performance and payment bonds and covenants. All design and construction work will be reviewed by one or more of the City's Departments of Community Services, Planning and Community Environment, Development Services, Utilities, and Public Works, and then reviewed and approved, as appropriate by the City's boards and commissions, including, but not limited to, the Architectural Review Board, the Parks and Recreation Commission, the Planning and Transportation Commission and the City Council.

The City will provide reasonable staff support and other assistance, upon request, to the Friends in connection with the execution of the Project.

This letter is not intended to be a binding contract between the Parties with respect to the Project. It is intended to facilitate discussion of the key contract terms and conditions of the two agreements relating to the Project, and it is only an expression of the basis, on which the Parties would enter into the agreements regarding the Project.

The City requests the Friends' acknowledgement of this letter below in order that the City may proceed to develop with the Friends the key terms and conditions of the two draft agreements concerning the Project. Once these key terms and conditions have been identified, the City will undertake to draft the final agreements that will be mutually acceptable to the parties.

Sincerely,

James Keene
City Manager

Copies to:

Greg Betts, Director, Community Services
Mike Sartor, Director, Public Works
Lalo Perez, Director, Administrative Services
Rhyena Halpern, Assistant Director, Community Services
Grant Kolling, Senior Asst. City Attorney
Walter C. Rossmann, Director, Office of Management and Budget
John Aikin, Manager, Junior Museum & Zoo

The Friends of the Palo Alto Junior Museum & Zoo hereby acknowledge a mutual interest in developing appropriate agreements between the Parties to complete the Project conditions described above.

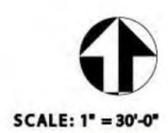
10/10/14
Date

Ben Beckham, Vice President
for Aletha Coleman, President
Friends of the Palo Alto Junior Museum & Zoo



PALO ALTO JUNIOR MUSEUM & ZOO

MASTER SITE PLAN
AUGUST 30, 2012



CODY ANDERSON WASNEY ARCHITECTS
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 650.328.1818 • Fax 328.1888
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Rinconada Park
Long Range Plan
City of Palo Alto



 NORTH
 Scale bar 1:11890-1204
 VERDE DESIGN

 11890-1204-01 - Rinconada Park Long Range Plan
 11/11/2014
 11890-1204-01 - Rinconada Park Long Range Plan
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