



City of Palo Alto

City Council Staff Report

(ID # 9854)

Report Type: Consent Calendar

Meeting Date: 12/10/2018

Summary Title: Amendment One to Amend Rate Schedule of Prospect Silicon Valley Contract for Mobility on Demand

Title: Approval of Amendment Number 1 to Contract Number C19173096 With Prospect Silicon Valley to Update the Rate Schedule to Include the Chief Executive Officer's Billing Rate

From: City Manager

Lead Department: City Manager

Recommendation

Staff recommends that City Council approve Amendment One to Contract Number C19173096 with Prospect Silicon Valley (ProspectSV) to amend the rate schedule to include the chief executive officer's billing rate. The contract is for work to be performed in accordance with the Mobility on Demand Fair Value Commuting grant award from the FTA.

Background

City Council approved the contract with ProspectSV on August 13, 2018, [CMR 9444](#). The original contract is Attachment B.

Discussion

City Council authorized the City Manager to enter into a contract with ProspectSV to serve as the principal investigator for this project and Staff continues to work with ProspectSV. Staff recommend amending Exhibit C1, Schedule of Rates, to add an additional labor category for CEO. The proposed contract amendment, attached as Exhibit A, adds this labor category.

Resource Impacts

This contract amendment has no resource impact and does not add additional funds to the contract.

Policy Implications

The recommendation in this report does not represent a change in City policies.

Overall, the Fair Value Commuting project explores means to reduce individuals driving alone to work. A reduction in single-occupancy vehicles can help reduce the emission of greenhouse

gases. Reducing vehicle emissions is one of the keys to achieving the City Council endorsed goal of reducing greenhouse gas emission by 80% by the year 2030.

The project helps realize goals identified in the Comprehensive Plan 2030. Specifically, the project helps to achieve Transportation Goals 1, which reads “create a sustainable transportation system, complemented by a mix of land uses, that emphasizes walking, bicycling, use of public transportation and other methods to reduce GHG emissions and the use of single-occupancy motor vehicles.”

Environmental Review

This project is categorically exempt from CEQA pursuant to Sections 15301 (Existing Facilities) and 15306 (Information Collection).

Attachments:

- Attachment A – Proposed Contract Amendment
- Attachment B – Original ProspectSV Contract

Attachments:

- Attachment_A_ProspectSV_ContractAmendOne
- Attachment B_Executed ProspectSV Contract

**AMENDMENT NO. 1 TO CONTRACT NO. C19173096
BETWEEN THE CITY OF PALO ALTO AND
PROSPECT SILICON VALLEY**

This Amendment No. 1 to Contract No. C19173096 ("Contract") is entered into October 29, 2018, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and PROSPECT SILICON VALLEY, a nonprofit public benefit corporation, located at 1608 Las Plumas Ave., San Jose, California 95133 ("CONSULTANT").

RECITALS

A. The Contract was entered into between the parties for the provision of assistance to develop and implement the Fair Value Commuting (FVC).

B. City intends to update Exhibit "C1" Schedule of Rates to add the labor category of Chief Executive Officer (CEO).

C. The parties wish to amend the Contract.

SECTION 1. The following exhibit(s) to the Contract is/are hereby amended to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:


a. Exhibit "C1" entitled "SCHEDULE OF RATES".

SECTION 2. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

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

PROSPECT SILICON VALLEY

DocuSigned by:

59D9EC6325C3469...
Ruth Cox

Chief Executive Officer

APPROVED AS TO FORM:

DocuSigned by:

21D5058ACB4F410...
Karen Janowski

x

Attachments:
EXHIBIT "C1": SCHEDULE OF RATES

EXHIBIT "C-1"
SCHEDULE OF RATES

LABOR CATEGORY	FY 2019 rate per hour
CEO	\$140
Project Director	\$130
Project Manager	\$95
Project Senior Associate	\$70
Project Associate	\$50

Certificate Of Completion

Envelope Id: 220DB491351147D1A932CCAE76239797	Status: Completed
Subject: Please DocuSign: C19173096 Prospect SV Contract Amendment No 1.doc	
Source Envelope:	
Document Pages: 2	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

Record Tracking

Status: Original	Holder: Christopher Anastole	Location: DocuSign
10/26/2018 1:47:53 PM	chris.anastole@cityofpaloalto.org	
Security Appliance Status: Connected	Pool: City of Palo Alto	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Ruth Cox
 ruth.cox@prospectsv.org
 Chief Executive Officer
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 59D9EC6325C3469...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.162.175.174

Timestamp

Sent: 10/26/2018 2:16:38 PM
 Viewed: 10/26/2018 5:28:15 PM
 Signed: 10/26/2018 5:29:21 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Karen Janowski
 karen.janowski@prospectsv.org
 x
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 21D5058ACB4F410...
 Signature Adoption: Pre-selected Style
 Using IP Address: 71.202.55.38

Sent: 10/26/2018 5:29:22 PM
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 Signed: 11/9/2018 2:46:00 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Hillary Rupert
 Hillary.Rupert@CityofPaloAlto.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/9/2018 2:46:01 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/9/2018 2:46:01 PM
Certified Delivered	Security Checked	11/9/2018 2:46:01 PM
Signing Complete	Security Checked	11/9/2018 2:46:01 PM
Completed	Security Checked	11/9/2018 2:46:01 PM

Payment Events	Status	Timestamps
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**CITY OF PALO ALTO CONTRACT NO. C19173096
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
PROSPECT SILICON VALLEY FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 31st day of July, 2018, (“Agreement”) by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation (“CITY”), and **PROSPECT SILICON VALLEY**, a nonprofit public benefit corporation, located at 1608 Las Plumas Ave., San Jose, California 95133 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to obtain assistance to develop and implement the Fair Value Commuting (FVC) (“Project”) and desires to engage a consultant to provide subject matter expertise 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 at 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.

SECTION 2. TERM.

The term of this Agreement shall be from July 1, 2018 through December 31, 2019 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” (“Basic Services”), and reimbursable expenses, shall not exceed Two Hundred and Twenty-Five Thousand Dollars (\$225,000). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement. 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.

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 at 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, if applicable), 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 CONSULTANT also agrees to include its in-kind services as part of the regular monthly invoices. 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 is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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 CITY's stated construction budget, CONSULTANT shall make recommendations to 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 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.

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.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Karen Janowski of Prospect Silicon Valley as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and Gary Hsueh of Prospect Silicon Valley 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 manager, 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.

CITY's project manager is Hillary Rupert, Office of the City Manager & Sustainability

Department Palo Alto, CA 94303, Telephone: 650-776-9208. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. 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.

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 Chief Procurement Officer 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 thirty (30) 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 due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, 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 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 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:

- (a) All printed materials provided by CCONSULTANT 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 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.
- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with 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 Division’s office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to 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. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance

in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. 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 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than \$15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

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

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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.

27.7. 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.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9 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.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 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.

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

CONTRACT No. C19173096 SIGNATURE PAGE

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

DocuSigned by:
Ed Shikada
F2DCA19CCC8D4F9...
Ed Shikada

Assistant City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tim Shimizu
23DECA072A0E483...
Tim Shimizu

City Attorney or designee

PROSPECT SILICON VALLEY

DocuSigned by:
Ruth Cox
59D9EC6325C3469...
Ruth Cox

Chief Executive Officer

DocuSigned by:
Karen Janowski
21D5058ACB4F410...
Karen Janowski

x

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS
- EXHIBIT "E": FTA REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

CONSULTANT shall provide professional services for the implementation of the Federal Transit Administration’s (FTA) Fair Value Commuting (FVC) research grant. The grant funds this technology and policy research project designed to advance the strategic objectives of assessing and piloting mobility strategies to reduce congestion, reduce emissions and improve access to effective mobility options. The project includes the testing and deployment of key components including:

- ECTR: Enterprise Commute Trip Reduction software (commute recording, incentive management, and account software)
- MobAg/Commuter Wallet: Mobiiity Aggregation software (mobile application for all-in-one trip planning and payment)
- Feebate: a revenue-neutral, self-sustaining mechanism to charge for some transportation services and distribute proceeds to incentivize other transportation services
- Gap-Fill: introduction of new transportation modes/services tailored to provide alternatives to single-occupant-driving
- Systemic Obstacles: analysis of the barriers for transportation for different segments of the population

The CITY is the prime recipient of this grant and CONSULTANT shall work under the direction of the CITY and in conjunction with the project vendors and partners to develop and implement the grant. Project partners and vendors that CITY and CONSULTANT may engage with include, but are not limited to, software vendors, policy vendors, NGO’s, transit operators, local city governments and private organizations. The CONSULTANT shall help develop and implement this grant within the policy framework set forth by the CITY and the FTA and act with independent judgment as necessary to ensure deliverables are met in accordance with the terms of this exhibit. CONSULTANT shall immediately notify the CITY if deliverables are at risk of not being met in accordance with the terms of this exhibit. The following six tasks define the CONSULTANT’s scope of services.

Task 1: Project Administration (5%)

CONSULTANT shall provide internal project management oversight and ensure CITY’s project management team is fully informed of project status. CONSULTANT shall also offer project direction and ensure budget and objectives are met or adapted appropriately.

Specific objectives for CONSULTANT include:

1. Provide written monthly status reports for CITY’S FVC project management team.
2. Provide monthly invoices with hours, rate detail, in-kind match and description of work performed by CONSULTANT subject to CITY’s terms and invoice.
3. Meet with CITY’s FVC project management team no less than a bi-weekly basis to check in and determine project strategy.

4. Assist the CITY in developing and maintaining the project management plan
5. Assist CITY's project management team with preparing written monthly & quarterly progress reports for FTA. CITY shall file the Quarterly Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) with FTA.
6. Participate in FTA and other stakeholder meetings as needed.
7. Work with CITY to assist Independent Evaluator Team in collecting readily accessible data and assist with introductions to stakeholders for information under the direction of the CITY.

Task 2: Manage Software Enhancement and Development (35%)

CONSULTANT shall lead this task to engage partners and vendors to develop an integrated mobility software system consisting of two types of software that will each be enhanced to work with one another. One software type is Enterprise Commute Trip Reduction (ECTR) platform, that is deployed by employers to record employee commute modes and to manage incentive programs. Based on generally available features in the marketplace, it is envisioned that ECTR software will need to be enhanced in some ways, that may include: accurate commute mode detection (includes software integration of gap filling features); integration with a MobAg/Commuter Wallet app; employer payroll integration; regional dashboard; traffic analysis zone (TAZ) -level origin/destination (O/D) reporting; mobile ticketing; and pre-booking of multi-modal trips. CONSULTANT will coordinate a prioritization exercise of the desired feature enhancements in order to develop a vendor scope that reflects the project budget.

The other type of software is an envisioned Mobility Aggregation (MobAg)/Commuter Wallet solution that would enable commuters to plan trips, pay for associated transportation and parking services, receive and store various commuter benefits, and report usage data, all via a single point of interface. The goal is to make it easier for users to make commute choices that minimize single-occupant vehicle (SOV) travel, and to collect and share data on the impact of transit and commuter incentives on travel behaviors with employee commute benefit programs. A commercially available MobAg/Commuter Wallet solution will likely need to be adapted to interact with the ECTR platform, and may need to be enhanced depending on feature set.

As described in more detail below, CONSULTANT shall conduct this task by convening the project team to define software requirements; conducting the vendor selection process and recommending vendors; developing vendor scopes that reflect critical feature enhancements against available budget; managing vendor performance; and coordinating the reporting and transfer of data received from the software platforms. CITY shall be responsible for contracting with, and making final selection of, recommended software vendors.

Specific objectives for the CONSULTANT:

1. Integrated Systems Model
 - a. Define with key stakeholders, such as pilot partners, the feature set for the integrated mobility software system. This feature set will define the business

models, use cases and core features (required and ‘nice to have’) across the ECTR and Mob/Ag platforms.

2. ECTR

- a. Develop vendor scopes and align to available development budgets.
- b. Work with vendors and employers to specify features, user experience and functional requirements of feature set enhancement (see below).
- c. Manage vendor performance, grant funds and schedules.
- d. Coordinate with partners to assist with integration, provide data, use and test ECTR reporting and dashboards, evaluate outcomes, and determine policy recommendations if any.

3. MobAg/Commuter Wallet

- a. Manage staff and stakeholders to specify functional requirements, feature sets, user experience requirements and use cases for Mobility Aggregation software.
- b. Assess current product offerings to evaluate whether products available on the market meet the objectives and if no, identify feature gaps.
- c. Provide to the City of Palo Alto technical assistance on the requirements for an RFP the City will issue to purchase or develop MobAg software; Assist with scoring proposals.
- d. Provide technical assistance on the requirements to the chosen vendor for requirements refinement and enhancement development to be managed and executed by the vendor.
- e. Provide technical assistance to the City on managing the chosen vendor including software development best practices such as functional and technical requirements formats, user and acceptance testing and other methodology. Coordinate partners for beta testing.
- f. Provide technical assistance to the City on deployment, including coordinating across project partners to encourage marketing of the software.

Task 3: Employer Pilots (30%)

CONSULTANT shall work with CITY to train and deploy 4 to 11 consortium employers in FVC pilot projects to reduce SOV commuting and assess needs to support employers in achieving reductions.

Specific objectives for the CONSULTANT:

- 1. Employer Champions: The CITY will identify and create a pool of pilots. CONSULTANT shall work with the CITY to train one or more champions at each Employer organization to advance the strategies in the FVC program including: encourage and support the adoption and use of the Enterprise Commute Trip Reduction (ECTR) software, facilitate the adoption of a feebate policy, and support employee

engagement (through “Green Commute Teams”, incentive programs, and/or other measures).

2. Deploy ECTR: Track the deployment of ECTR software (RideAmigos for San Mateo County sites & Luum for other sites).
3. Engage employers to assess feasibility and approaches for feebate carrot/stick policies.

Task 4: Gap-Filling experiments to address first mile/last mile challenges (15%)

Support the development of mobility solutions to address “gaps” identified in the commute sheds of the employer pilots. This task is intended to identify and recommend new mobility services for employers based on a data-based analysis. CONSULTANT, possibly working with a transportation consultant, shall generate a memo reporting the results of the data analysis, use cases, and prospective solutions.

Specific objectives for the CONSULTANT:

1. Analyze Commute Shed:
 - a. Collect readily accessible data (including Streetlight data) on baseline commute patterns either through existing employer data, public agencies (Commute.org, MTC, VTA) or online employee survey as feasible.
 - b. Assist CITY and/or hired transportation consultant to develop an employer commute shed analysis to identify gaps and potential solutions for first mile/last mile challenges utilizing the Streetlight Data to be provided by the City of Palo Alto and the available baseline data.
2. With CITY and/or transportation consultant, identify gap “use cases” and prospective solutions. Propose solutions to relevant employers and public agencies strategies to address gaps such as e-scooters/e-bikes, ridesharing (Scoop, Lyft Carpool), Lyft/Uber, microtransit, and/or AV platforms.
3. Provide technical consultation support to Palo Alto TMA for the development of a plan by Palo Alto TMA for equitable and equivalent mobility service for all travelers, including communities such as low income, the aging population, and persons with disabilities.

Task 5: Policy Work & Knowledge Transfer (SPUR) (5%)

Develop policy recommendations for addressing systemic barriers to a robust, regionally comprehensive and equitable FVC mobility system.

Specific objectives for the CONSULTANT:

1. Provide technical consultation support and partner introductions to SPUR for the development of a whitepaper identifying systemic barriers and recommended solutions.

Task 6: Draft and Final project report (10%)

CONSULTANT shall prepare a draft and a final project report for the Federal Transit Administration. The report shall document the project process/methodology, challenges/barriers encountered, lessons learned, and recommendations for future research from the FVC project perspective. Evaluation results do not need to be included in the project report as the independent evaluator will be responsible for producing an evaluation report for the site.

Deliverables:

- Draft project report.
- Final project report.

**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 two weeks of receipt of the notice to proceed.

Milestone	Completion
Software Enhancement	
1. ECTR: Define feature set enhancements, as needed, with vendors	10/31/18
2. MobAg: Requirements Defined	9/15/18
3. MobAg: Proposals Reviewed/Scored*	1/31/19
4. Vendor Selected**	2/15/19
5. MobAg: app available	9/30/19
Employer Pilots	
6. Kick Off First Employer Pilot	10/1/18
7. Employer Pilot Data Provided to Evaluator	ongoing
Gap Filling	
8. Commute Shed Analysis of First Employer	10/31/18
9. Identify gap use cases and gap fillers for First Employer	11/30/18
10. Consult with Palo Alto TMA on equitable solutions plan	1/31/19
Reports	
11. Draft Report	10/31/19
12. Final Report	12/15/19

* dependent on City of Palo Alto getting RFP published by 11/1/18 and imposing a deadline for responses by 12/31/18.

** dependent on timely review by City of Palo Alto of CONSULTANT’s scored proposals

**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.

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, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Project Administration)	\$11,250
Task 2 (Software Enhancement)	\$78,750
Task 3 (Employer Pilots)	\$67,500
Task 4 (Gap Filling Experiments)	\$33,750
Task 5 (Policy Work, Knowledge Transfer)	\$11,250
Task 6 (Draft and Final Project Report)	\$22,500
Sub-total Basic Services	\$225,000.00
Reimbursable Expenses	\$0.00
Total Basic Services and Reimbursable expenses	\$225,000.00

Maximum Total Compensation

\$225,000.00

SOME SERVICES TO BE PROVIDED IN KIND

In addition to the Services to be paid for under this Agreement, the CONSULTANT agrees to provide in-kind (no cost) services worth no less than Forty Thousand Dollars (\$40,000). The Services provided in-kind shall be invoiced at the hourly rates set in Exhibit C-1 and explicitly off-set from cash payment as “in kind” on each invoice. These in-kind services are in line with the City’s Cooperative Agreement with the Federal Transit Administration (FTA).

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: none

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$100 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

EXHIBIT "C-1"
SCHEDULE OF RATES

LABOR CATEGORY	FY 2019 rate per hour
Project Director	\$130
Project Manager	\$95
Project Senior Associate	\$70
Project Associate	\$50

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 INSUREDS 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 AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - 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 SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, 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 CONSULTANT 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 CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE
AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO
AT THE FOLLOWING URL:**

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

**EXHIBIT “E”
FTA REQUIREMENTS**

CONSULTANT agrees to follow all federal laws and regulations, including applicable provisions of the Federal Transit Administration’s (FTA) Master Agreement, as updated by the FTA from time to time. This includes adhering to those sections of the Master Agreement in which Third Party Participants or Third Party Contracts are required to comply with or contain, respectively. These provisions include, but are not limited to, the following sections of the FTA Master Agreement, dated October 1, 2017, and as may be updated by the FTA, and are made part of this Exhibit by reference:

Section 3.i.(6) Notice to Third Party Participants.

Section 4.a. Standards of Conduct.

Section 4.b. Debarment and Suspension.

Section 4.d. Lobbying Restrictions.

Section 4.g. Trafficking in Persons.

Section 7.b. Eligible Costs.

Section 9.a. Types of Records.

Section 9.c. Access to Recipient and Third Party Participant Records.

Section 9.d. Access to the Sites of Performance.

Section 9.e. Closeout.

Section 12. Civil Rights. (the entire section).

Section 16.d(7). Clean Air Act and the Federal Water Pollution Control Act, as amended.

Section 16.d(9). Byrd Anti-Lobbying Amendment.

Section 16.s. Access to Third Party Contract Records.

Section 24.b. Awards Not Involving Construction (Employee Protections)

Section 24.c. Awards Involving Commerce

Section 26. Environmental Protections (entire section).

Section 35.b. Alcohol Misuse and Prohibited Drug Use.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

Section 38. Freedom of Information.

As of the date of execution of this Agreement, the FTA Master Agreement can be found at:
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>

Certificate Of Completion

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Subject: Please DocuSign: C19173096 ProspectSV PSA (TS 7-26)_HMR_KJ_v3 (TS 7-30) (2).pdf	
Source Envelope:	
Document Pages: 22	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

Record Tracking

Status: Original 9/24/2018 11:10:11 AM	Holder: Christopher Anastole chris.anastole@cityofpaloalto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: City of Palo Alto	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Tim Shimizu
Tim.Shimizu@CityofPaloAlto.org
Deputy City Attorney
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Tim Shimizu
23DECA072A0E483...

Signature Adoption: Pre-selected Style
Using IP Address: 12.220.157.20

Timestamp

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Viewed: 10/1/2018 9:07:45 AM
Signed: 10/1/2018 9:08:29 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ed Shikada
Ed.Shikada@CityofPaloAlto.org
Assistant City Manager
City of Palo Alto
Security Level: Email, Account Authentication (None)

DocuSigned by:
Ed Shikada
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Signature Adoption: Pre-selected Style
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Signed: 10/1/2018 3:01:46 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Ruth Cox
ruth.cox@prospectsv.org
Chief Executive Officer
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/1/2018 3:01:47 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Hillary Rupert Hillary.Rupert@CityofPaloAlto.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/1/2018 3:01:49 PM
Irma Mora Irma.Mora@CityofPaloAlto.org Administrative Associate III City of Palo Alto Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/1/2018 3:01:50 PM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/1/2018 3:01:50 PM
Completed	Security Checked	10/1/2018 3:01:50 PM

Payment Events	Status	Timestamps
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