



City of Palo Alto

City Council Staff Report

(ID # 6393)

Report Type: Consent Calendar

Meeting Date: 1/25/2016

Summary Title: Contract Amendment for Dyett & Bhatia

Title: Approval of Amendment Number 2 to Contract No. C14149978 with Dyett & Bhatia Urban and Regional Planners in the Amount of \$42,000 to Complete/Provide Downtown Cap Study Policy Recommendations and Analyze Scope of Downtown Basement Conversions to Office Space

From: City Manager

Lead Department: Planning and Community Environment

Recommendation

Staff recommends that the City Council authorize the City Manager or designee to approve Amendment Number 2 to contract C14149978 with Dyett & Bhatia Urban & Regional Planners to add \$42,000 for a total contract amount not to exceed \$305,000 for further data and analysis related to the Downtown basement conversions and preparation of a policy recommendation report based on the findings of Phase I Downtown Cap Study and the previously initiated Retail and Residential analyses.

Executive Summary

In October 2013, the City Council awarded a contract for the Downtown Development Cap Study (Phase I) to Dyett & Bhatia Urban & Regional Planners for the sum of \$200,000. As part of that study, Dyett & Bhatia performed detailed data collection and analysis of non-residential developments in the Downtown area. Phase I has been completed and the City Council received the resulting reports in June 2014 and January 2015.

Additional Retail and Residential analysis work was requested by the City Council in December 2014 while reviewing the City's Comprehensive Plan. City Council directed staff to explore opportunities to preserve retail throughout the city and gather data and stakeholder input. In February of 2015, the Dyett & Bhatia contract was amended to add \$63,000 to include this additional task. Staff and consultant are now working on this previously initiated Downtown Retail and Residential capacity analysis. Through fall and spring of 2014 and 2015, at various City Council meetings on the Comprehensive Plan update, City Council members expressed their desire to conduct a study of basement conversions occurring in the Downtown area.

Background

The City Council awarded the contract for the Downtown Development Cap Study Phase I to Dyett & Bhatia Urban and Regional Planners in October 2013, and the study was completed over the course of 2014. The study included background research and analysis of existing land use and development trends, parking and traffic conditions and the theoretical and realistic capacity of Downtown Palo Alto for non-residential development. The City Council specifically deferred a discussion of policy implications (Phase II of the study) until a later date and the Comprehensive Plan Update became the forum for discussions related to the relative merits of growth management programs like the “cap” instituted in Comprehensive Plan Program L-8.

The City Council’s discussions during the Comprehensive Plan update study sessions of late 2014 and early 2015 resulted in a list of additional items to be studied concurrently with the Comprehensive Plan. The City Council directed staff to explore opportunities to study retail preservation throughout the City, necessitating data collection and stakeholder discussions in the City’s retail districts (CMR 5286). The City Council also adopted an updated Housing Element which commits the City to assess the potential for removing housing sites in the San Antonio/South El Camino Real areas, requiring an analysis of the potential for residential development in Downtown. Since residential uses were not included in the original Downtown Development Cap Phase I study, the City Council requested similar type of analysis work to understand the potential of the Downtown area to accommodate more residential development, both over long term to support a vibrant mixed use urban core, as well as short term need to meet the housing units need of the adopted Housing Element.

In February of 2015, the City Council amended Dyett & Bhatia’s contract (CMR # 5464) and added \$63,000 to include the above mentioned additional work of data collection and analysis of Downtown’s Retail and Residential conditions. This work is ongoing.

Discussion

At a study session on Sept 8, 2014 on Comprehensive Plan update, the City Council requested staff to assess and understand trends related to basement conversions in downtown; (please refer to meeting minutes <http://www.cityofpaloalto.org/civicax/filebank/documents/44712> pages 5 through 7). Staff included this City Council requested information update in the work scope for Comprehensive Plan update in the December 8, 2014 Council Update (CMR # 5286, Attachment A). Basement conversion discussion came up consequently in few other City Council meetings. On February 9th, 2015, City Council’s agenda item on Office R&D annual growth limit included discussion on basement conversions by different City Council members; (please refer to pages 17-18 of meeting minutes (<http://www.cityofpaloalto.org/civicax/filebank/documents/46612>)).

The Retail Preservation Ordinance discussion item of April 6th, 2015 also included another discussion by City Council members on basement conversions; (please refer to meeting minutes pages 23-24, <http://www.cityofpaloalto.org/civicax/filebank/documents/47145>).

Based on the City Council's repeated discussions on basement conversions, staff suggests amending existing Dyett & Bhatia Urban and Regional Planners' work scope. The scope includes identifying and characterizing existing basements in the downtown area based on available data and research, and establishing an approximate magnitude for potential basement conversions in the future. A memorandum with findings on basement conversion will be prepared by the consultants as a part of this contract. Additional tasks under this contract include preparation of a policy recommendation report based on the key findings from Phase I study as well as Retail and Residential analyses. Policy recommendations will be made on office/non-residential growth management, retail preservation and retention, housing and mixed use in Downtown and parking and traffic impact reduction.

Staff requests an additional \$42,000 to add to the existing Dyett & Bhatia contract for the two above mentioned items. Staff believes that this work can be accomplished by Dyett & Bhatia because of their familiarity and understanding of economic conditions and land use issues of Downtown Palo Alto.

Timeline

Immediately upon execution of the contract amendment, staff will meet with the consultants to initiate the scope of work as described in contract. Staff expects the retail and residential market assessment and capacity analysis along with the basement conversion trend and analysis to be completed within four to five months after commencement.

Resource Impact

Sufficient funding is available in the Planning and Community Environment Department FY 2016 operating budget for the basement conversion analysis study. No additional funding is needed.

Policy Implications

Undertaking the proposed assessment of retail trends and residential capacity along with basement conversions study would continue to address Comprehensive Plan Program L-8 (re-evaluate the Downtown cap) and L-9 (monitor the effectiveness of ground floor retail requirements), and would inform implementation of Housing Element Program H2.2.5 (identify more transit-rich sites including the downtown and consider exchanging for sites along San Antonio and South El Camino Real).

Environmental Review

The recommended action in this report is exempt from the provisions of the California Environmental Quality Act (CEQA). Specifically, this action would authorize the city to conduct a land use study that will help inform future decisions. No action, change or impact to the environment will occur as a direct result of this decision. Accordingly, the project is exempt

pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies) and Section 15061(b)(3) (the “Common Sense exception”).

Attachments:

- Attachment A: Dyett & Bhatia Contract #C1419978 Amendment 2 (PDF)

**AMENDMENT NO. 2 TO CONTRACT NO. C14149978
BETWEEN THE CITY OF PALO ALTO AND
DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**

This Amendment No. 2 to Contract No. C14149978 (“Contract”) is entered into January 25, 2016, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**, a California corporation, located at 755 Samsome Street, Suite 400, San Francisco, California, Telephone (415) 956-4300 (“CONSULTANT”).

RECITALS

A. The Contract was entered into between the parties for the provision of evaluation of existing and projected parking, traffic and land use conditions in the downtown Palo Alto.

B. CITY intends to increase compensation of \$263,000.00 by \$42,000.00 to \$305,000.00 for additional studies as specified and incorporated into EXHIBIT “A” SCOPE OF SERVICES.

C. The parties wish to amend the Contract.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 4 is hereby amended to read as follows:

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 Two Hundred Ninety Five Thousand Dollars (\$295,000.00). In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed Three Hundred Five Thousand Dollars (\$305,000.00). 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 2. 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 "A" entitled "SCOPE OF SERVICES".
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE".
- c. Exhibit "C" entitled "COMPENSATION".
- d. Exhibit "C1" entitled "HOURLY RATE SCHEDULE".

SECTION 3. 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 have by their duly authorized representatives executed this Amendment on the date first above written.

CITY OF PALO ALTO

DYETT & BHATIA, URBAN AND
REGIONAL PLANNERS

DocuSigned by:
Rajeev Bhatia
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APPROVED AS TO FORM:

President

Attachments:

EXHIBIT "A":	SCOPE OF SERVICES
EXHIBIT "B":	RATE SCHEDULE
EXHIBIT "C"	COMPENSATION
EXHIBIT "C1"	HOURLY RATE SCHEDULE

EXHIBIT “A” SCOPE OF SERVICES

Per Amendment No. 2, EXHIBIT “A” is hereby modified to incorporate the following additional scope of services.

Project Understanding and Approach

Background on Phase I

CONSULTANT and Economic Planning Systems (EPS) (as subconsultant) completed Phase 1 of the Downtown Development Cap Study for the City of Palo Alto in 2014, which consisted of background research and analysis of land use and development trends, parking, and economic conditions in Downtown Palo Alto following implementation of the non-residential development cap policy established in 1986. The final deliverable included an assessment of current and potential future non-residential development in Downtown Palo Alto, based on an analysis of remaining development capacity under current zoning, physical and regulatory constraints to development, and the market potential for and financial feasibility of new development.

Residential and Retail Uses

CITY is concerned about the trend in conversions of retail space to non-retail uses, particularly office uses, in the Downtown area off University Avenue. In particular, small-scale “mom and pop” stores appear to be most affected. Retail, as a non-residential use, was included in the overall analysis of supply and demand for non-residential space in Downtown in Phase I of the study; this effort would parse out buildout potential for retail as a subset of commercial uses overall. The CITY has adopted an Emergency Interim Retail Preservation Ordinance; the work completed under this project may assist the CITY in determining its permanent approach to supporting retail in Downtown.

Phase II

The CITY spent much of the summer of 2015 considering an annual cap on office development. An ordinance has not yet been adopted, as both the CITY Council and the Planning & Transportation Commission have continued to debate aspects of the proposed square footage limit, including implementation, enforcement, the area(s) of the CITY to which it would apply, and its relationship to current development proposals, adopted plans, and other ongoing planning efforts. However, after the CITY Council receives recommendations from the Planning & Transportation Commission, it is anticipated that the cap will be adopted on a trial basis. Accordingly, the CITY is considering the potential effects of the proposal as part of the Comprehensive Plan 2030 effort. Further, in June, the CITY Council extended the ground floor retail “Urgency Ordinance” (originally adopted during May) to prevent the conversion of any ground floor retail or “retail-like” use to any other use on a citywide basis. The ground floor retail protections will now extend for about two years, allowing the CITY time to reconsider policy options.

The original Request for Proposals for the Downtown Development Cap project envisioned a second

phase of work in which the findings from Phase I were used to draft policy recommendations. Given that the topics addressed in Phase I are still relevant and unresolved, this revised scope of work includes preparation of policy recommendations consistent with Phase II of the Downtown Development Cap Study. These recommendations may be used by staff, decision-makers, and members of the Comprehensive Plan Citizens Advisory Committee to help chart a long-term direction for Palo Alto regarding land use and growth management in its Downtown.

Scope of Work

Task 1: Basement Conversions Study (CONSULTANT, EPS)

- A. **Records Search.** In cooperation with CITY staff, query planning and building permit databases for basement improvement projects. Through interviews with staff, instances of code enforcement citations for basement improvements or basement use infractions will also be reviewed. The purpose is to identify legal and illegal basement retail-to-office conversions. This sub-task assumes one half-day working session with CITY staff in the Development Services Department and the Building Department/code enforcement as necessary (one meeting).
- B. **Visual search.** Visually inspect areas of Downtown for evidence of basements, and, if possible, basement offices, to identify and characterize these spaces. This sub-task assumes one day of on-site fieldwork in Downtown Palo Alto.
- C. **Characterize basement workspaces.** Identify building, site, tenant, and other characteristics of subterranean office spaces, particularly those that were converted from storage or other non-office use.
- D. **Identify potential for additional conversions.** Compare constituent characteristics of basement offices to overall downtown building stock data to establish approximate magnitude of potential for future conversions.
- E. **Draft Report.** We will provide a draft memorandum of findings on potential for basement conversions. The documentation of basement conversion data and analysis is anticipated to be both quantitative and qualitative in nature, with the depth of quantitative data to be determined based on the outcome and success of the various lines of inquiry explored. The draft will be provided for CITY review and comment (up to two rounds of review).
- F. **Final Report.** Based on consolidated comments, the team will prepare the final basement conversions study.

Task 2: Phase II Policy Recommendations

- A. **Check-in meeting with Staff and General Plan Policy Review (CONSULTANT, EPS).** Prior to starting to draft the policy recommendations, the consultant team will meet with staff to review progress to date, major issues, and preliminary policy areas to explore. Staff and the consultant team will also discuss the status of the concurrent Comprehensive Plan Update and review relevant policies pertaining to land use, circulation, and business/economics affecting the Downtown area. The objective is to learn what policy approaches have been tried and been successful (or not) in the past, and to assess current proposed policy direction as it relates to this effort.
- B. **Administrative Draft Policy Recommendations (CONSULTANT, with EPS input).** Prepare an administrative draft policy recommendations report, which will include the following:
 - Project background
 - Summary of key findings from Phase I and additional residential/retail analyses

- Statement of Policy Objectives
- Policy recommendations on the following topics (preliminary list):
 - Office/non-residential growth management
 - Retail preservation, building space use, and small local business development and retention
 - Development standards
 - Housing and mixed use Downtown
 - Parking and traffic impact reduction; transportation demand management
- C. **Revised Draft Policy Recommendations (CONSULTANT).** Based on staff review and input, revise the policy recommendations.
- D. **Present Recommendations (CONSULTANT, EPS).** Present the final recommendations at one meeting of the Planning & Transportation Commission or other decision-making body.

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

Per Amendment No. 2, EXHIBIT "B" is hereby modified to incorporate the following 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

<i>Task</i>	<i>Start/End Time</i>	<i>Total Weeks from NTP</i>
Task 1: Basement Conversions	Start week 1, end week 10	10 weeks
Task 2: Policy Recommendations	Start week 10 end week 16	16 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 \$305,000.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. 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 \$305,000.00.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Start Up, Review & Community Engagement Plan)	\$8,978.00
Task 2 (Existing Condition & Trends Evaluations)	\$41,672.00
Task 3 (Growth Projections)	\$80,895.00
Task 4 (Surveys on Parking Habits & Employment Density)	\$33,130.00
Task 5 (Stakeholders Task Meetings)	\$8,430.00
Task 6 (Focus Groups Meetings)	\$7,740.00
Task 7 (Planning & transportation Commission,	

City Council Meetings)	\$7,570.00
Task 8 (Community Workshop Open House Meetings)	\$9,690.00
Task 9 (Amendment No. 1, Additional Studies)	\$52,530.00
Task 10 (Amendment No. 2, Additional Studies)	\$42,000.00
<u>Sub-total Basic Services</u>	<u>\$292,635.00</u>
Total Basic Services and Reimbursable expenses	\$2,365.00
Additional Services	\$10,000.00
<u>Maximum Total Compensation</u>	<u>\$305,000.00</u>

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:

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 \$2,365.00 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

Per Amendment No. 2, EXHIBIT "C1" is hereby modified to incorporate the following Hourly Rate Schedule.

	Rate	Task 1: Basement Conversions		Task 2: Policy Recommendations		Total Hours	Total Fee
		Hours	Fee	Hours	Fee		
D&B							
Principal	\$185	26	\$4,810	16	\$2,960	42	\$7,770
Senior Associate	\$145	20	\$2,900	20	\$2,900	40	\$5,800
Planner/Urban Designer I	\$95	34	\$3,230	8	\$760	42	\$3,990
GIS	\$125	12	\$1,500		\$0	12	\$1,500
Admin	\$75	0	\$0	4	\$300	4	\$300
Direct Costs						0	\$100
Subtotal		92	\$12,440	48	\$6,920	140	\$19,460
EPS							
Managing Principal	\$250	16	\$4,000	4	\$1,000	20	\$5,000
Executive VP	\$220	38	\$8,360	16	\$3,520	54	\$11,880
Research Analyst	\$120	40	\$4,800	4	\$480	44	\$5,280
Production Staff	\$85	2	\$170		\$0	2	\$170
Direct Costs			\$110			0	\$210
Subtotal		96	\$17,440	24	\$5,000	120	\$22,540
Grand Total		188	\$29,880	72	\$11,920	260	\$42,000

Direct Costs includes mileage, meals and other travel expenses; printing; data purchase. Direct costs are billed at no markup. Mileage is billed at the IRS-permitted maximum.

D&B reserves the right to reallocate budget between tasks and/or personnel provided the overall budget does not change.

Certificate Of Completion

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	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
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Signer Events

Rajeev Bhatia
 rajeev@dyettandbhatia.com
 President
 Security Level: Email, Account Authentication (None)

Signature

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Robin Ellner
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 Admin Associate III
 City of Palo Alto
 Security Level: Email, Account Authentication (None)
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Palo Alto:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: david.ramberg@cityofpaloalto.org

To advise City of Palo Alto of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

david.ramberg@cityofpaloalto.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palo Alto

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to david.ramberg@cityofpaloalto.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Palo Alto as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Palo Alto during the course of my relationship with you.