



City of Palo Alto City Council Staff Report

(ID # 7810)

Report Type: Consent Calendar

Meeting Date: 3/6/2017

Summary Title: Junior Museum Naming Recognition Plan

Title: Adoption of a Resolution Approving a Facility Naming Plan for the Junior Museum & Zoo

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that Council adopt a Resolution approving the proposed Naming and Recognition Plan for the new Junior Museum & Zoo (Attachment A).

Discussion

The City's Policy and Procedure 1-15, Naming City-Owned Land and Facilities, Section 3, (Attachment B), authorizes naming recognition for significant donations to capital fundraising campaigns. Staff recommends that the Council adopt the attached Naming and Recognition Plan developed by the Friends of the Junior Museum & Zoo (Friends) to support the capital fundraising effort for the new Junior Museum & Zoo (JMZ) facility.

On November 10, 2014, Council approved a Letter of Intent (LOI) (Attachment C: Staff Reports: 7045, 5170, and 6212) for construction of the new JMZ building by the Friends.

On November 11, 2016, (Attachment C: Staff Reports: 7045, 5170, and 6212), Council conducted a Study Session to discuss the planned rebuilding of the JMZ. At that meeting, the Friends summarized their 2013 commitment to raise \$25 million for the proposed JMZ renovation project. The success of this campaign hinged upon securing a gift of \$15 million from the Peery Family. In order to secure the gift, the Peery Family required that the Friends raise \$10 million from additional sources. On February 8, 2017, the Friends confirmed with the Peery Family that they had secured gifts and pledges totaling \$10 million and thereby met the conditions for the \$15 million gift.

Now that the Peery match has been met, staff recommends that the Council adopt a resolution approving the attached Naming and Recognition Plan (Attachment A) to recognize significant donors with designations associated with interior or exterior

building elements or components. Staff and the Friends will return to Council for final approval of the naming program. At this time, staff estimates there will be fewer than 5 individual/family recognitions.

In addition to the recognition described in the attached Naming and Recognition Plan, there is a potential for a proposal to develop for naming or recognition associated with the facility as a whole. Any such proposal would be brought to Council at a future date for discussion, input and approval.

Resource Impact

There is no budget impact from this report.

Policy Implications

The Naming and Recognition Plan is consistent with City Policy 1-15 (Naming of City Facilities). Support of youth programs through our partners with the Friends furthers Policy C-7 (Actively work with provide, nonprofit, and public community service organizations to coordinate services such as childcare, senior services, and recreation to avoid duplication and maximize efficiency).

Environmental Review (If Applicable)

The recommendation in this report does not constitute a project requiring review under the California Environmental Quality Act (CEQA).

Attachments:

- Attachment A - Reso Naming and Recognition Plan for JMZ
- Attachment B-City Policy 1-15, Naming City Owned Land and Facilities
- Attachment C- Staff Reports 7045, 5170, and 6212

Resolution No. _____
Resolution of the Council of the City of Palo Alto Approving the
Naming and Recognition Plan for the New Junior Museum & Zoo

R E C I T A L S

A. The Junior Museum & Zoo (JMZ) is a center of excellence for early childhood science education which entices children to fall in love with the world of science and nature. The JMZ has been owned and operated by the City of Palo Alto for over 80 years and has more than 160,000 annual visits.

B. The Friends of the Palo Alto Junior Museum and Zoo (Friends) have been working with the City to renovate or replace the current facility to assure that the JMZ can continue to offer activities and services for children for years to come.

C. The Friends have committed to a capital project to expand and remodel the JMZ facilities, and have committed to a capital campaign to raise \$25 million to cover the project costs.

D. The City and the Friends wish to express appreciation and recognize individuals and family foundations who have made significant gifts to the capital campaign. The attached Naming and Recognition Plan is consistent with the City's Policy on Naming City-Owned Land and Facilities.

NOW, THEREFORE, the Council of the City of Palo Alto RESOLVES as follows:

SECTION 1. The attached Naming and Recognition Plan for the new Junior Museum and Zoo (Attachment A) is adopted and approved, subject to Council approval of the specific naming plan and design elements to be proposed by the Friends in conjunction with final building design.

SECTION 2. CEQA. The Council finds that the adoption of this resolution does not meet the definition of a project under Public Resources Code Section 21065, thus, no environmental assessment under the California Environmental Quality Act is required.

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SECTION 3. Effective Date. This resolution shall take effect immediately on its passage.

INTRODUCED AND PASSED:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Mayor

APPROVED:

City Manager

Director of Community Services

Director of Administrative Services

Memorandum

To: Palo Alto City Council

From: Aletha Coleman, Board President
The Friends of the Palo Alto Junior Museum & Zoo

Date: February 7, 2017

Re: Naming and Recognition Plan Supporting the JMZ Initiative to Rebuild the City Owned Junior Museum and Zoo.

Since 2001 the Friends of the Palo Alto Junior Museum and Zoo (JMZ) have been working with the City to renovate or replace the current facility with a new facility to assure that the JMZ can continue to offer services to the City's youngest residents from this location for many years to come. The JMZ offers activities and services for children from ages 0 – 9 years of age and their family caregivers.

The JMZ is a center of excellence for early childhood science education that entices children to fall in love with the world of science and nature. Owned and operated by the City of Palo Alto for more than 80 years, the JMZ has been a beloved local destination. With more than 160,000 annual visits – parents, caregivers, preschoolers and elementary students – it is a place where undirected, hands-on play with science exhibits and animals inspires children to discover how things work.

As the JMZ approaches its 83rd 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, their work is limited by lack of office, preparation and storage spaces. In addition, there are many accessibility and safety concerns that can be ameliorated with a new facility.

To assure that The Junior Museum remains a best in class organization, the Friends have committed to a capital project to expand and remodel the facilities, and raised \$25 million to cover the project costs. The campaign has received commitments from donors with the understanding that recognition will occur but that any naming opportunities would be established only after a Naming and Recognition plan was passed by City Council. Now that the Peery Match is likely to be met, we need to offer opportunities to name parts of the building and zoo as a form of recognition for individuals and family foundations that have made significant gifts to the capital campaign.

We have identified the following naming opportunities and approximate values. Please refer to the attached Site Plan for the location of each space.

Recognition Opportunities for the new Palo Alto Junior Museum & Zoo

Generous donors have made this project possible. As a private -public partnership between Friends of the JMZ and the City of Palo Alto, the capital investment for building the new Palo Alto Junior Museum & Zoo has come entirely from private donors eager to ensure the legacy of this outstanding community asset.

Recognition opportunities are listed on the following pages. Future opportunities will be designed as the schematic drawings and approvals for the project are formalized.

Investment of \$10,000 or more allows donors to designate their funding and to be recognized on one of three donor recognition schemes placed in three discrete areas of the new JMZ: Exhibition Hall; Loose in the Zoo; and Nature and Science Education Wing.

Donations of any amount will make the new JMZ a reality. All donations will be gratefully recognized during opening festivities.

ENTRY PLAZA AND VISITOR EXPERIENCE AREA

Sponsorships in the welcome area of the new JMZ are available in the range of \$100,000 to \$1 million.

<u>Exhibit Hall:</u>	<u>\$1 million</u>
<u>Science Courtyard (Garden)</u>	<u>\$1 million</u>
<u>Ball Machine:</u>	<u>\$750,000</u>
<u>Baby Space:</u>	<u>\$250,000</u>
<u>Experiment Modules (up to 15 Modules):</u>	<u>\$250,000</u>
<u>Conservation Station:</u>	<u>\$250,000</u>
<u>Quiet Nook:</u>	<u>\$150,000</u>
<u>Dawn Redwood Courtyard:</u>	<u>\$100,000</u>

LOOSE IN THE ZOO

Individual exhibits within Loose in the Zoo can be sponsored for a range of \$250,000 to \$1 million

<u>The Interactive Zone:</u>	<u>\$1 million</u>
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<u>Meerkat Habitat:</u>	<u>1 million</u>
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<u>Raccoon Habitat:</u>	<u>\$500,000</u>
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<u>Tortoise Habitat:</u>	<u>\$300,000</u>
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<u>Rabbit Habitat:</u>	<u>\$250,000</u>
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<u>Underwater Habitat:</u>	<u>\$500,000</u>
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<u>Animal Care Area:</u>	<u>\$500,000</u>
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<u>Reptile Care Area:</u>	<u>\$250,000</u>
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NATURE AND SCIENCE EDUCATION CENTER

Investment in the Nature and Science Education Center includes sponsorships ranging from \$250,000 to \$2 million

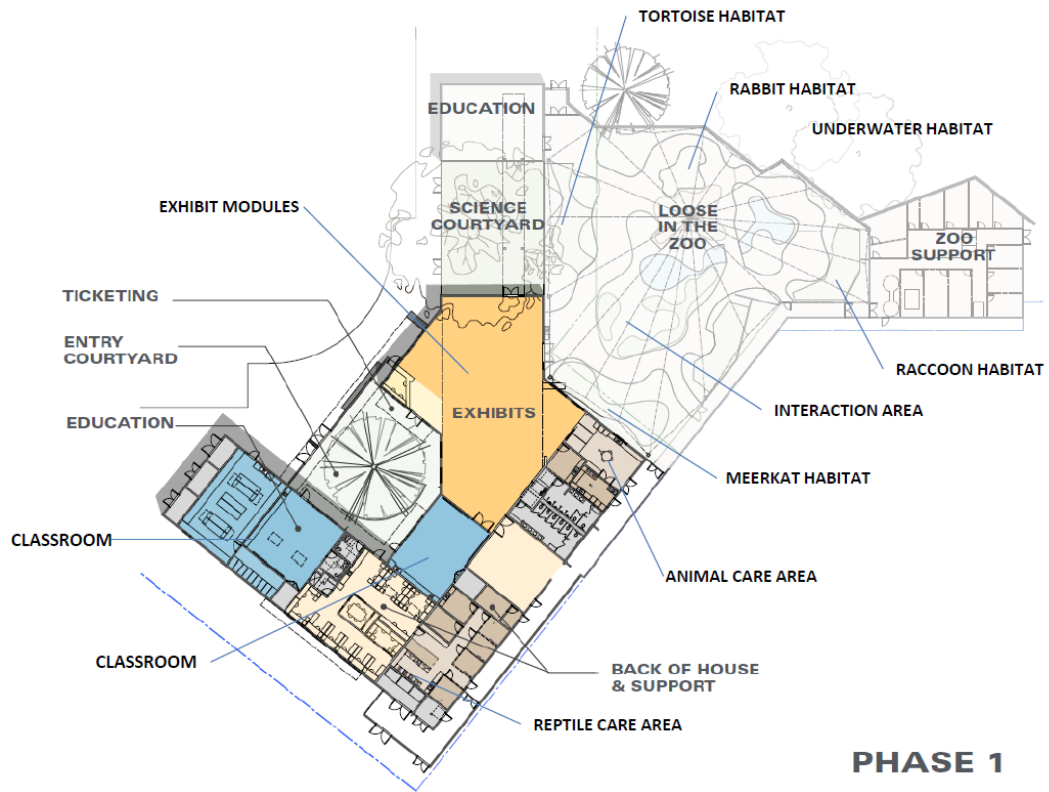
<u>Nature and Science Education Wing:</u>	<u>\$2 million</u>
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<u>Science Lab One (Classroom):</u>	<u>\$1 million</u>
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<u>Science Lab Two:</u>	<u>\$1 million</u>
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<u>Social Learning Laboratory</u>	<u>\$250,000</u>
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PROPOSED FLOOR PLAN



Recognition opportunities and associated gift levels are made in accordance with the board approved Gift Planning Policy. All naming opportunities are contingent upon City Council approval.

The names will be associated with the spaces for the duration of the spaces useful life.

Maintenance of these spaces will be the responsibility of City of Palo Alto, consistent with the terms of the gift of the building and zoo to the City. The project, which has not yet been approved, is currently in the entitlement process. We anticipate submitting an application for project approval and a building permit in the next few months. However, we are beginning conversations with donors, many of whom will want to know the naming opportunities in the new facility. Therefore, we respectfully request the City Council's approval of this Naming Recognition Plan.

This request is consistent with Section 3 of the City of Palo Alto Facility naming Policy (Policy 1-15: Naming City-owned land and facilities).

NAMING CITY-OWNED LAND AND FACILITIES

POLICY STATEMENT

The purpose of this policy is to ensure that City-owned land and facilities, when named for individuals, are persons who have made significant contributions or performed services deemed to have been of major importance to the community.

This policy establishes uniform procedures for the naming of City-owned land and facilities as set forth by Council Resolution No. 6211, approved on December 12, 1983, and revised by Council on April 12, 2004. The policy is applicable to new and existing City-owned land and facilities.

The policy provides a mechanism for citizens to suggest names which they believe should be considered for new City facilities or land acquisitions and for the renaming of existing facilities and lands. The policy also establishes criteria which will guide the Historical Association and the appropriate City Commission or Committee in recommending names to the Council for approval.

Naming and renaming City-owned land and facilities shall be the responsibility of the City Council. However, places within City-owned land or facilities, such as a room or patio within a building or a trail or athletic field within a park, which do not require formal dedication by the City Council, may be named by the City Manager or his/her designee, subject to final approval by the City Council via the consent calendar.

This process does not apply to the naming of streets which will continue to be processed through the Planning and Community Environment Department (Policy and Procedure 1-16: Naming of City Streets). The naming of a street may be considered an appropriate alternative means of honoring an individual.

The City Council has determined that significant individual, family or foundation contributions to the construction/renovation of City facilities can be recognized through the naming of said facilities after these groups. This document outlines the procedure to be followed when a fund-raising group or board, with the approval of the City Council, embarks upon a capital campaign for the purpose of securing private funds for the acquisition of land, renovation/expansion of an existing building, or the construction of a new facility, and wishes to offer naming opportunities in recognition of significant donations of money or land. The City Council has determined that significant contributions from corporations or corporate foundations to capital campaigns will not be accepted in exchange for the ability to name entire facilities in recognition of these corporate entities. However, the City Council has agreed to allow naming recognition of corporate or commercial entities in facility interiors or on sub-facilities as described in this policy.

Business logos associated with any benefactor seeking naming rights shall not be allowed on any City owned land, facility, building or sub-facility under this policy.

The City may remove any business name from a City facility or property if the business declares bankruptcy and goes out of business. The City may remove any individual name from a City facility or property if the person is convicted of a felony or other crime of moral turpitude. If a name is removed under this provision, the City shall not be required to return the donation.

SECTION 1: PROCEDURE FOR NAMING NEW FACILITIES OR CITY-OWNED LANDS

In cases involving a major capital fundraising campaign, there will be a separate and different procedure from the one outlined below. Section 3 below on “Naming Recognition for Capital Campaigns” further outlines this process.

A. Responsibility of the Project Manager

Implementation of this policy is the responsibility of the department in which the project to be named is managed. In the instance of a new City-owned land or facility, the project manager should incorporate the process for naming into the project schedule so the naming is accomplished in a timely manner.

1. Requests concerning a name to be given to the City-owned land or facility shall be made in writing on an approved suggestion form to the City Clerk.

a. The project manager should alert the City Clerk when to expect the submission of names and the anticipated time frame for the naming process.

b. The project manager may submit suggested names on an approved suggestion form on behalf of staff or citizens who have been involved in the project development.

c. In some instances, it may be appropriate to actively solicit suggestions and, in those cases, the project manager should specify a time frame for submissions and method of notification.

d. All submittals, whether from an individual or an organization, must include the name and address of the submitter. No anonymous submittals will be accepted.

e. All suggestions will be given the same consideration without regard to the nomination source.

2. The project manager is responsible for conveying the name suggestion forms from the City Clerk to the Palo Alto Historical Association and presenting the recommendations from the Historical Association to the appropriate commission or committee whose sphere of influence is most closely associated with the facility in question. The Parks and Recreation Commission shall review name suggestions for acquired land to be dedicated as a park, recreational facilities, community centers and interpretive centers. The Library

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Revised: April 2008

Advisory Commission shall review name suggestions for library facilities. The Public Art Commission shall review name suggestions for art facilities. The Policy and Services Committee shall review name suggestions for police, fire or utility facilities as well as major civic complexes.

- a. The Historical Association may also originate suggestions for names or provide suggestions for appropriate alternatives as part of its recommendations.
- b. The project manager shall assure that adequate time is allowed for the Historical Association and the appropriate commission or committee to evaluate the recommended names.
- c. The Historical Association shall determine if the suggested names meet the criteria of appropriate significance, and shall submit the recommendations to the appropriate commission or committee together with the rationale for the recommendations. The response from the Historical Association shall acknowledge all the names that are submitted, but recommend only those which it feels meet the criteria and warrant serious consideration.

B. Responsibility of the Reviewing Commission Or Committee

1. The commission or committee shall conduct a public hearing, confirm that the recommended names meet the criteria of appropriate significance, select recommendation(s) provided by the Historical Association, and shall forward its recommendation to the City Council. The report from the commission or committee shall acknowledge all of the recommended names together with their evaluation, but present only the name(s) which it feels best meets the criteria and merits serious consideration by the City Council.
2. Once approved, a transmittal and resolution will be prepared by staff for consideration and approval by the City Council. The transmittal shall include a narrative of historic reference prepared by the Palo Alto Historical Association for the name, a copy of the name suggestion form, and minutes of the Commission meeting when the recommendation was discussed.

C. Criteria

The following criteria shall be used in selecting an appropriate name for City-owned land and facilities.

1. The name should, if possible, have or preserve the geographic, environmental (relating to natural or physical features), historic or landmark connotation of particular significance to the area in which the land or facility is located, or for the City as a whole. Either connotation is equally valid.

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Revised: April 2008

2. Acknowledgement of contributions: Consideration may be given to naming the City-owned land or facility after an individual when the land or facility, or the money for its purchase, has been donated by the individual, or when otherwise warranted by some contribution or service which is deemed to be of major and lasting significance to the acquisition of that piece of land, or planning, development, construction or renovation of that particular facility. Donation of land or resources shall not constitute an obligation by the City to name the land or facility or any portion thereof, after an individual, family, or individual/family foundation. City-owned lands, parks, or entire facilities shall not be named for benefactor organizations, groups or businesses, but in special cases, may be considered for sub-facilities such as rooms or playgrounds. In cases involving a major capital fundraising campaign, see Section 3 below – Naming Recognition for Capital Campaigns.
3. Names honoring individuals or families, other than those of recognized historic importance, must be supported by compelling reasons.
4. In the event the City-owned land or facility was formerly school property or had other ownership such that the name of the school, building or site has community significance or community recognition, consideration may be given to preserving that name.
5. The City encourages naming which reflects the City's ethnic and cultural diversity.
6. No City-owned land or facility shall be named after a seated elected or appointed official.
7. No City-owned land or facility shall be named after a person whose contribution to the City of Palo Alto was or is a part of that individual's normal duties as an employee of the City. An exception may be made for former such employees who have contributed volunteer services of an exceptional nature beyond their normal duties.
8. When naming sub-facilities or interior spaces, such as rooms or playgrounds, after corporate or commercial entities or foundations, these entities must abide by the City's anti-discrimination policy.

D. Council Action

1. The recommendations received from the Historical Association and the commission or committee shall be placed on the Council agenda for final approval.
2. Action by the Council shall be by Council Resolution.

E. Follow-up to Selection of the Name

1. The above-described process for selecting an appropriate name should precede the preparation of a park dedication ordinance.

2. Subsequent to approval by the City Council, the name for the City-owned land or facility shall be conveyed to the Department of Public Works for incorporation in City official maps and plans, and to the Palo Alto Historical Association for its records.

F. Naming Places Within City-owned Land or Facilities

In the case of places within City-owned land or facilities, where the policy does not require a Council resolution, responsibility for requesting Council approval of the new name shall reside with the department head who manages the land or facility.

Ideally, the naming of features within a park and specific trails or facilities within open space lands will occur during the master plan or site plan process.

Names within parks should be appropriate to the park by reflecting the expression of the place (topography, geology, natural features), flora and fauna, or history of the area.

In advance of the naming, the department head shall send a memorandum to the City Manager advising of the proposed action and requesting approval. The City Manager will then seek approval of the name from the City Council via the consent calendar.

SECTION 2: PROCEDURE FOR RENAMING EXISTING FACILITIES OR CITY-OWNED LANDS

Existing place names are deemed to have historic recognition. City policy is not to change the name of any existing facilities or City-owned land, particularly one whose name has City or regional significance, unless there are compelling reasons to do so. Further, the City will consider renaming to commemorate a person or persons only when the person or persons have made major, overriding contributions to the City and whose distinctions are as yet unrecognized.

A. Renaming Suggestions

1. All requests concerning a new name to be given to the City-owned land or facility shall be made in writing on an approved suggestion form to the City Clerk. The suggestion must detail how the proposed name change is consistent with the criteria, the purpose of the name change, and how the new name is directly associated with the land or facility.
2. All submittals, whether from an individual, organization or City staff, must include the name and address or the submitter. No anonymous submittals will be accepted.
3. The City Council shall initiate the renaming process by referral of the public or staff request to the commission or committee whose sphere of influence is most closely associated with the facility in question. Council can also initiate the renaming of lands or a facility without a public request whenever deemed necessary or in the best interest of the City of Palo Alto, following established criteria. Once the referral is made by the City

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Council to a specific commission or committee, the commission or committee will await comment and evaluation of the new name from the Palo Alto Historical Association.

B. Responsibility of the Project Manager

1. The City Clerk is responsible for conveying the name suggestion form(s) received by the deadline to the Project Manager, who will be responsible for forwarding to the Palo Alto Historical Association and then transmitting the recommendation(s) from the Palo Alto Historical Association to the appropriate commission or committee as outlined in Section A above.

2. The recognized neighborhood association in the vicinity of the land or facility will be notified of the proposed name change at the time the reviewing commission or committee receives the report from the Historical Association.

C. Responsibility of the Reviewing Commission Or Committee

1. The commission or committee shall conduct a public hearing, confirm that the suggested name(s) meet the criteria of appropriate significance, select recommendation(s) from the names provided by the Historical Association, and shall forward its recommendation to the City Council. The report from the commission or committee shall acknowledge any recommended names together with its evaluation, but present only the name or names which it feels best meets the criteria and merits serious consideration by the Council.

2. Once approved, a transmittal and resolution will be prepared by staff for consideration and approval by the City Council. The transmittal shall include a narrative of historic reference for the name or names, together with a copy of the name suggestion form.

D. Criteria

Each application for renaming a city park or facility must meet the criteria in this policy, but meeting all criteria does not ensure renaming.

City-owned lands and facilities may be renamed for an individual(s) under the following conditions. Where the individual:

1. Has made lasting and significant contributions to the protection of natural or cultural resources of the City of Palo Alto, or
2. Has made substantial contributions to the betterment of a specific facility or park, consistent with the established standards for the facility, or
3. Has made substantial contributions to the advancement of commensurate types of recreational opportunities within the City of Palo Alto.

E. Council Action

1. The recommendations received from the Palo Alto Historical Association and commission or committee shall be submitted for Council approval.
2. Action by the Council shall be by Council Resolution.

F. Follow-up to Selection of Name

1. Subsequent to approval by the City Council, the new name for the City-owned land or facility shall be conveyed to the Department of Public Works for incorporation in City official maps and plans, and to the Palo Alto Historical Association for its records.

NOTE: Questions and/or clarification of this policy should be directed to the City Manager's Office.

SECTION 3: PROCEDURE FOR OFFERING NAMING RECOGNITION FOR SIGNIFICANT DONATIONS TO CAPITAL FUNDRAISING CAMPAIGNS

This section applies to any organized fundraising initiated by the City, a Board/Commission or other group whose sole purpose is to support City programs and operations in support of the renovation/expansion of an existing building, the construction of a new facility, the acquisition of a building/land, or the furnishings, fixtures and equipment in said facilities.

A. Responsibility of the staff liaison to the Board, Commission, Task Force or group conducting the Capital Campaign

Implementation of this policy is the responsibility of department in which the project to be acquired/constructed/renovated is managed. A staff liaison appointed to work with the board/committee will guide them through the process and manage appropriate contacts with other departments as necessary during the acquisition, design and construction process. This will ensure that appropriate information and materials are provided to the group and that opportunities and expectations are clear, understandable, and feasible within the framework of the project.

B. When a Capital Campaign is initiated by the City, a Commission or other group whose sole purpose is to support City programs and operations, accommodations to the procedures outlined in Sections 1 and 2 shall be made as follows:

- a. The organizing body may meet and discuss preliminary plans with the City's liaison, Department Head and the City Attorney's office in order to facilitate any "silent" fundraising period.
- b. The organizing body shall request authorization from the City Council for a Naming Recognition Plan in support of a specific project. They shall provide the following information in their request:

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Revised: April 2008

- i. Name of the organizing body;
 - ii. Purpose of the campaign;
 - iii. Monetary goal of the campaign;
 - iv. Expected term of the campaign;
 - v. Plan for naming recognition including a schedule of naming opportunities and associated gift levels
 - vi. Maintenance/replacement of naming recognition items – City staff shall work with the organizing body to ensure that the plan includes acknowledgement of the maintenance responsibilities associated with any naming recognition items within the facility.
 - c. Once the Naming Recognition Schedule has been approved by the City Council, the fund-raising body shall have the authority to proceed with making commitments for naming opportunities with potential donors subject to final Council review.
 - d. The naming of a facility or sub-facility will not occur until the pledged donation is received.
 - e. Consistent with the Gifts to the City policy, all gifts paid directly to the City shall be duly reported to the Administrative Services Department (ASD) Director and recognized appropriately in accordance with that policy (Policies and Procedures 1-18). If a donation was given anonymously, the donor's identity shall be protected to the extent possible.
 - f. Under this procedure, the organizing body must present a final report to the City Council for approval, detailing the funds received and any naming opportunities granted, along with a timeline for the completion of the recognition. The group may also come to the Council at any time during the capital campaign for approval of one or more naming recognition items. All naming recognition must be adopted by resolution of the City Council. The City Manager or designee can also request that any donations and associated naming recognitions be brought to the City Council at an earlier point in the capital campaign for approval.
- C. The one exception to this procedure shall be for the naming of an entire building as recognition for a significant monetary or land contribution. If a fund-raising group secures a donation significant enough to warrant naming the entire facility in recognition of that individual, family or foundation, this should be presented directly to the City Council for approval separately and as soon as possible after this type of donation is secured. As part of this approval process, the Council may solicit input from the Palo Alto Historical Association or the appropriate board/commission. Consistent with the policy statement, the City will not recognize significant corporate donations by naming an entire facility in honor of these entities.
- D. In cases of major building reconfigurations or disasters that destroy or damage portions of the building, the City reserves the right to remove and not replace naming recognitions. However, the City will consider the original donation intent in these instances and make accommodations as feasible.



**APPLICATION FOR NAMING OR RENAMING
CITY-OWNED LANDS OR FACILITIES**

Naming objectives:

- 1. Ensure that parks, recreational areas and facilities are easily identified and located.*
- 2. Ensure that names designated for parks, recreational areas and facilities are consistent with the values and character of the area or neighborhood served.*
- 3. Encourage public participation in the naming, renaming and dedication of parks, recreation areas and facilities.*
- 4. Encourage the donation of land, funds for land acquisition or development by individuals and groups.*

Criteria for naming new facilities or parks:

The following criteria shall be used in selecting an appropriate name for City-owned land and facilities.

1. The name shall have or preserve the geographic, environmental (relating to natural or physical features), historic or landmark connotation of particular significance to the area in which the land or facility is located, or for the City as a whole. Either connotation is equally valid.
2. Consideration may be given to naming the City-owned land or facility after an individual when the land or facility, or the money for its purchase, has been donated by the individual, or when otherwise warranted by some contribution or service which is deemed to be of major and lasting significance to the acquisition of that piece of land, or planning, development, construction or renovation of that particular facility. Donation of land or resources shall not constitute an obligation by the City to name the land or facility or any portion thereof, after an individual or family. City-owned lands or parks shall not be named for benefactor organizations, groups or businesses, but in special cases, may be considered for sub-facilities such as rooms or playgrounds.
3. Names honoring individuals or families, other than those of recognized historic importance, must be supported by compelling reasons.
4. In the event the City-owned land or facility was formerly school property or had other ownership such that the name of the school, building or site has community significance or community recognition, consideration may be given to preserving that name.
5. The City encourages naming which reflects the City's ethnic and cultural diversity.
6. No City-owned land or facility shall be named after a seated elected or appointed official.
7. No City-owned land or facility shall be named after a person whose contribution to the City of Palo Alto was or is a part of that individual's normal duties as an employee of the City. An exception may be made for former such employees who have contributed volunteer services of an exceptional nature beyond their normal duties.
8. When naming sub-facilities, such as rooms or playgrounds, after corporate or commercial entities or foundations, these entities must abide by the City's anti-discrimination policy.

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Revised: April 2008

Criteria for renaming existing facilities of parks:

Each application for renaming a city park or facility must meet the criteria listed above, but meeting all criteria does not ensure renaming.

Existing place names are deemed to have historic recognition. City policy is not to change the name of any existing facilities or City-owned land, particularly one whose name has City or regional significance, unless there are compelling reasons to do so. Further, the City will consider renaming to commemorate a person or persons only when the person or persons have made major, overriding contributions to the City and whose distinctions are as yet unrecognized.

City-owned lands and facilities may be renamed for an individual(s) under the following conditions. Where the individual:

1. Has made lasting and significant contributions to the protection of natural or cultural resources of the City of Palo Alto, or
2. Has made substantial contributions to the betterment of a specific facility or park, consistent with the established standards for the facility, or
3. Has made substantial contributions to the advancement of commensurate types of recreational opportunities within the City of Palo Alto.

Suggestions for naming or renaming City-owned lands or facilities shall be evaluated on the basis of the above criteria and upon appropriate documentation.

Person making the name suggestion (required):

Address (required): _____

Contact phone number (required): _____

E-mail (not required): _____

Location of site or facility to be named: _____

Suggested name (required): _____

Biographical information: (Explain) _____

Civic involvement: (Explain) _____

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Connection to the facility: (Please explain in depth) _____

Reason for Nomination (required): _____

Additional Comments (additional information may be attached): _____

Date Received by the City Clerk: _____

Submitted to Palo Alto Historical Association: _____

Date scheduled for review by commission: _____



City of Palo Alto

City Council Staff Report

(ID # 7045)

Report Type: Study Session

Meeting Date: 11/21/2016

Summary Title: JMZ Rebuilding Project

Title: Study Session to Discuss the Planned Rebuilding Project of the Junior Museum & Zoo

From: City Manager

Lead Department: Community Services

Recommendation

This is a study session and no action is recommended.

Executive Summary

This study session will discuss the progress and issues of interest regarding the planned rebuilding of the Junior Museum and Zoo (JMZ). The primary focus will be on the progress made regarding the design for the facility and plans for shared space including Rinconada Park and the parking lot. The session will also address the status of the fundraising program; the status of negotiations with the Friends on the construction agreement; plans for an interim site for the JMZ staff, program, animals and collections while the facility is under construction; and community outreach undertaken on behalf of the project.

Background

As the Junior Museum and Zoo (JMZ), a program of the Community Services Department's Arts and Sciences Division, approaches its 82nd year of service, it is constrained by a facility that no longer reflects the needs of its visitors, collections, and operations. While the staff continues to deliver outstanding educational programs, quality experiences for the drop-in visitor, and reliable animal care, they are severely limited by lack of office, preparation and storage spaces. Due to inadequate storage and support spaces, zoo accreditation for the JMZ from the Association of Zoos and Aquariums (AZA) is unobtainable. In addition, bathroom facilities are severely limited, the facility is frequently overcrowded and there are many accessibility concerns in the existing facility and the surrounding site, which concern Palo Alto's residents, as these impact the quality of the experience.

The Friends of the Palo Alto Junior Museum (Friends) engaged the architectural firm of Cody Anderson & Wasney Architects to work with a broad array of stakeholders to complete a facilities master plan in 2011 and 2012. They evaluated the program and operational needs, the inadequacies of the existing facility, and options for renovation or new construction to provide enhanced levels of service to the Palo Alto community. In 2014, the Friends completed the master planning process that culminated in a recommendation to replace the existing facility with a facility that is correctly sized for the JMZ's programs and its current audience. The Friends also committed to raising the \$25 million required to build the new facility.

On November 10, 2014, (Attachment A: CMRs 5170 and 6212), Council approved a Letter of Intent (LOI) for construction and operation of the new JMZ building by the Friends, and the City and Friends began negotiating potential terms and conditions for the construction and operation of the new center. On October 19, 2015 (Attachment A: CMRs 5170 and 6212), Council approved a change in direction recommended by Friends and staff to focus first on a construction agreement to build the new JMZ, and to postpone discussions regarding possible transition of operations to the Friends to a later date after the new facility is built and has been operated by the City for a period of time.

Staff expects to return to Council in the Spring of 2017 with the Environmental Review and a Park Improvement Ordinance for the project, as well as the negotiated construction agreement for Council consideration and budget projections for operations of the new building.

Discussion

Design

Friends engaged the architectural firm of Cody Anderson & Wasney Architects, Inc. 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 School.
- Collections
 - Provide facilities for animal health and quarantine to meet the standards of the Association of Zoos and Aquariums;
 - 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 Alliance of Museums.
- Operations
 - Improve storage, access, and work areas to ensure staff safety, efficiency and effectiveness of operations;
 - Implement green building practices.

Project Description and Scope

Please refer to the attached project footprint and site plan for reference presented as Attachment B: Site Plan and Floor Plan.

The proposed new JMZ construction project would demolish the existing 9,000 square foot (SF) Junior Museum and 13,000 SF Zoo, except the existing 500 SF bobcat exhibit, which would be preserved. The proposed design for the JMZ includes constructing a new museum and education building, outdoor zoo with netted enclosure, and perimeter site improvements on the site of the current facilities. The 40,000 SF proposed museum and zoo project scope has been developed in coordination with the Draft Rinconada Master Plan for the surrounding park, parking lot, and adjacent public facilities.

The design of the new JMZ was recently revised from a two-story building to a single story building, due to the escalation of costs over the last three years. The result has been a decrease in size of 4,422 square feet. Friends, staff and Cody Anderson & Wasney Architects are working on a master plan that would allow a phased-in design and construction, where we would add a small partial second story building and zoo features as funding becomes available. For the purpose of this study session, the following brief description and square footage description are for the one-story building and zoo and are followed by a summary of the second phase.

Exterior Entry Courtyard: (2,660 SF)

The new exterior entry courtyard is located underneath the existing large dawn redwood tree creating an exciting while pleasant gathering place and entry experience into the JMZ. The plaza will serve as an exterior lobby with areas for line queuing, guest storage and safe play zones for children. There will be views into the museum, strong connections to the park arrival area, and clear circulation for JMZ guests. The plaza will have hard and softscape, trellis covering and rain covering, and playful exhibits. The parking lot drop off zone will be adjacent to both the JMZ Entry courtyard and the Park Arrival Area.

Junior Museum and Zoo Building: (14,500 SF)

The new JMZ building will gracefully wrap around the existing large pecan tree and dawn redwood tree, and will align with the Middlefield Road grid as well as the grid of the Girl Scout and Lucie Stern Community Center buildings, observing the existing utility corridor. The building houses exhibit galleries, two classrooms, zoo support areas, and staff support areas. All of these spaces have strong connections to the entry courtyard and the zoo. The reduced program square footage and creative space layout creates a more efficient and dense building footprint and simplified building mass, thus reducing projected long-term operational costs and construction costs.

Exterior Loose-in-the-Zoo: (12,912 SF)

The concept for the zoo is a completely netted enclosure where birds, small mammals and children can roam about freely and discover animals where they live, on the surface of the land and water, underwater and underground, and up in the trees. Within the larger netted enclosure, there will be enclosed exhibits for larger animals including bobcats, raccoons, tortoises, and meerkats. The Loose-in-the-Zoo enclosure will have a wall around its perimeter to meet zoo accreditation requirements. This wall creates opportunities for educational and interactive exhibits, gathering spaces, and play areas for visitors in the park beyond the zoo enclosure.

Exterior Zoo Support Area: (3,006 SF)

The exterior zoo support area provides homes for the zoo animals when they are not in Loose-in-the-Zoo or in education programs as well as space to store zoo maintenance materials. The area will have a wall around its perimeter and netting over the top.

Exterior Phenomena Garden: (2,730 SF)

The exterior Phenomena Garden will provide outdoor space for JMZ guests to relax and interact with exhibits under the existing large pecan tree. The concept is to design this courtyard as a place where children discover and interact with outdoor phenomena –sand, soil, rocks, light and water. The garden will have a surrounding wall near the parking lot side and a mesh curtain separating it from the zoo.

Exterior Service Access: (2,148 SF)

This area will provide vehicular access to the JMZ maintenance shop and animal support spaces, house the trash enclosure, and provide an exterior corridor for staff and animal circulation.

Phase Two

Classroom / Insect Building (2,924 SF)

This area will be constructed once funding is identified and will include indoor classrooms with tide pool touch experience, restroom, elevator, and envisioned interior walk-through living insect exhibit.

Zoo Canopy Walk and Tree Fort (1,637 SF)

Adjacent to the Classroom/Insect Building will be a partial second story exterior canopy walk and tree fort above the zoo.

Pending funding, the future addition of the small classroom building with glassy insect exhibit on the second floor creates opportunities for shared park resources. Due to the costs of a butterfly exhibit that will require special underwriting, we may also exhibit arachnids and insects.

Rinconada Park

The draft Rinconada Park Long Range Plan, developed in FY 2014, examines 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 or adding new facilities.

As a distinct element of the Rinconada Park Long Range 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 renovation of the JMZ. Reconfiguration of the existing Rinconada Park parking lot has a strong association with the Junior Museum and Zoo (JMZ) renovation project because these two projects present the largest redevelopment portion of the long-range plan and are the major elements studied by the environmental assessment now underway.

In anticipation of potential concerns over parking, the Friends design team and staff developed a plan to reconfigure the existing parking lot to increase the number of parking spaces by approximately 17, thereby improving circulation, and providing safer access off of Middlefield road to a single entry exit located at Kellogg Avenue and Middlefield Road. The proposed parking lot includes features for parking for bicycles, and crosswalks for pedestrians on foot and/or bus. The design and funding for the parking lot reconfiguration will be presented to Council in the Spring of 2017 as a component of the JMZ construction project.

The Parks and Recreation Commission (PRC) reviewed the design plans for the new JMZ on three occasions: February 2015, July 2015 and May 2016. The proposed design addresses the concerns of the PRC which were: 1) to minimize the zoo expansion into Rinconada Park; 2) to move the zoo support

building out of the dedicated parkland as much as possible; 3) to preserve the heritage and specimen trees as well as the two large mature shade trees in the parkland; and 4) to maintain the increase in parking stall count, and clear vehicular circulation.

In response, the building has been incorporated into the museum building outside of the park. Only the exterior, open-air zoo is located in the park, consistent with the existing zoo condition.

The proposed design integrates the new JMZ and Rinconada Park by creating an inviting park arrival area between the Girl Scouts Building and the future classroom/butterfly building, allowing the park experience to expand beyond its boundary, where the visitor may see new trees, benches, signage, public art, and potentially a science/nature themed exhibit. The proposed design creates opportunities to activate and enrich both the zoo and park visitors experience along the edge between the zoo and the park. The zoo wall enclosure can be a sculptural, artistic, educational feature allowing the zoo experience to integrate into the park. The project will also have a public art requirement and optimal sites for art, such as zoo wall, and others are being identified.

A site survey was conducted that identified all trees, including three heritage trees, and a utility easement on the site. Property boundaries, park jurisdiction, zoning and code restrictions were studied and mapped. The footprint was limited in each direction by setbacks from: the property line along Walter Hays Elementary School, the park entrance and heritage oak, the parking lot, and Middlefield Road.

Progress on Fundraising

The Friends have intended to rebuild the JMZ for more than a dozen years. In 2013 Friends committed to raising \$25M for the proposed JMZ renovation project. Recognition and thanks are due for the generosity of the Peery Family, who challenged Friends to raise \$10M and pledged a \$15M match. To date, thanks to our philanthropically-minded community, the Friends have raised \$9,005,852 toward their \$10M match. They have \$994,148 left to raise in order to complete the \$25M required to meet Phase One of the project budget. The City acknowledges and appreciates the Friends outstanding dedication and commitment to the betterment of the JMZ for the community.

Naming and Recognition

As a group whose purpose is to support the JMZ, a City program, the City's Naming City-Owned Lands and Facilities Policy and Procedures apply to the fundraising initiated for the renovation of the JMZ. Friends has recently developed a Naming Recognition Schedule that will be presented to Council once Friends has secured the funding match from the Peery Family, as per SECTION 3: PROCEDURE FOR OFFERING NAMING RECOGNITION FOR SIGNIFICANT DONATIONS TO CAPITAL FUNDRAISING CAMPAIGNS in City Policy 1-15.

City and Friends Agreements

Staff and Friends have been meeting since February of 2015 to negotiate terms of an agreement addressing the construction phase of the rebuild and a second agreement addressing operations after construction is complete. The City staff and Friends team has made considerable progress toward completing the construction-phase agreement. A number of important issues regarding the redesign of the building and its budget, construction terms, the partnership, governance and operations have been agreed on with several more to be confirmed.

Because the project design and construction will be funded with private dollars, an open bidding process is not required. Instead, it is envisioned that the City would lease the JMZ project site to Friends. Friends would be required to meet all State and City laws, codes, and standards including insurance and prevailing wages requirements. Staff will bring a draft agreement to Council in Spring of 2017.

Operational Terms

The City and Friends have a current agreement for cooperation and support that defines the terms of the public private partnership as it has existed to date. The Agreement between the City of Palo Alto and the Friends of the Palo Alto Junior Museum & Zoo for Mutual Cooperation and Support is provided as Attachment C. Consistent with the construction-phase agreement, staff and Friends are currently negotiating revisions to Cooperation and Support Agreement for Council consideration in Spring of 2017.

The new operational terms will outline roles and responsibilities for each partner, including budgetary, management and operational responsibilities in the new building. Staff and Friends have been working with consultant Rick Biddle of Williams and Shultz Consulting to facilitate this process. Since 1992, Mr. Biddle has developed and provided oversight for more than 75 AZA (Association of Zoos and Aquariums) accredited institutions with operating budgets ranging from less than \$1 million to well over \$42 million. He has completed governance and financial plans to guide the privatization and shift in governance of the Dallas Zoo, North Carolina Zoo, North Carolina Aquariums, Santa Ana Zoo, Tulsa Zoo, Kansas City Zoo, Fresno Chaffee Zoo, Woodland Park Zoo (Seattle, WA), Detroit Zoo, Houston Zoo and, most recently, the Toronto Zoo. Rick has also led the development of strategic plans for numerous cultural attractions and green-space initiatives, with a high level of experience in finance, strategic planning, operations and fundraising. Negotiations have pointed to the need for more time to work out the details of the partnership in the new building.

Projected Operating Costs of the New JMZ

Operating costs for the new JMZ are anticipated to increase above current levels. This is due primarily to the increased cost of operating the new and improved JMZ facility and program that will be accredited by the Association of Zoos and Aquariums. The new JMZ program will require a modest increase in staffing for customer service, animal care and education programming.

New costs will be partially offset by an increase in contributed income managed by the Friends, and a ticketed gate managed by the City. Early financial projections indicate that when the new building opens, after the completion of Phase One, the JMZ will plan to offer a ticketed gate of \$4 for children and \$7 for adults. With increased memberships and sponsorships managed by Friends, JMZ operations predict the need for an increase in general fund support of approximately \$250K annually. These costs are not currently accounted for in the City's Long Range Financial Forecast. All projections are being reviewed by staff as well as consultant Rick Biddle.

Phase Two of the construction project, anticipated to cost \$3 million, is tentative pending funding. Staff considers it essential to improving cost recovery as it will attract higher attendance and allow for a slightly higher entrance fee of possibly \$5 for children and \$10 for adults. Once Phase Two is complete, the general fund contribution is anticipated to decrease to \$150K annually and expected to drop to under \$100,000 within three years of operation. (Please note: regular, free admission hours will be provided to the public.)

After completing a schematic level of design and receiving and having more input from experts and consultants, Staff will produce and present extensive information to Council on this topic, including a pro forma that projects five years of contributed and earned income and expenses for the entire operation, including our fee-based education programs, and projected potential increase to the General Fund at the Council meeting currently projected for Spring 17.

Interim Site

In late calendar year 2017, the JMZ plans to vacate its current site at 1451 Middlefield Road at Rinconada Park in Palo Alto to make way for construction of the new facility. Staff has evaluated several options for temporary relocation of the JMZ during the two year construction phase and believes relocation to the Cubberley Community Center auditorium is the most viable option. The use of this site will not result in a reduction of rental revenues as the auditorium space has only been rented on Sundays and if possible, we hope that will continue.

In order to retain JMZ's dedicated and expert staff, to provide appropriate care for its animals, and to retain its school partners and loyal families, the plan for temporary relocation seeks to provide as stable of an environment as possible. The temporary JMZ will provide the same education services it currently offers at its Rinconada Park site, including science classes and summer camps for children, and will deploy instructors to teach science classes in over a dozen elementary schools in Palo Alto, as well as Santa Clara and San Mateo counties. The JMZ will not provide a public zoo at the Cubberley site, although several of the animals will be sheltered and cared for there.

Community Outreach

The JMZ renovation project has gone before the Council twice in the last two years. This is the first Council Study Session on the project. There have been two community meetings dedicated to the project, which received broad support from the public. The most notable concern has been potential impact on parking. The project has been on the agenda of three Park and Recreation Commission meetings, and one Architectural Review Board Meeting. A public community meeting will be planned as part of the CEQA process.

The planned footprint for the JMZ was included in the park descriptions and drawings during five community meetings held in 2012 and 2013 as part of planning process for the Rinconada Park Long Range Plan. The planned footprint for the JMZ has been included in the draft Rinconada Long Range Plan.

The City and Friends are developing a communication strategy that will update the community on the JMZ renovation project through a regular e-newsletter and website announcements.

Resource Impact

The financial obligations of this project are anticipated to be primarily supported by the Friends who have committed to funding the design and construction of the facility at a budget of \$25M. To date, they have gifts and pledges for \$24M toward that budget. However, the other financial implications are not currently included in the City's General Fund Long Range Financial Forecast; implications such as one-time transition costs, ongoing operations and maintenance costs, and phase II construction costs. Any estimated expense that is currently not funded will need to be evaluated and prioritized with other CIP projects and operating funding needs, and may result in the necessary deferral of one or more other projects to accommodate funding associated with this project.

The expected City support for the construction project, that would require Council approval, are anticipated to include significant resources including staff support across multiple departments such as CSD, DPW, Planning, Development Services, ASD, CAO, CMO; permitting fees of approximately \$400,000 to be confirmed (TBC); and relocation expenses of approximately \$400,000 (TBC). Should the project move forward the City would need to identify the funds to rebuild the Rinconada Park playground, parking lot, paving and restroom improvements; which are associated with the Rinconada Long Range Plan and are impacted by the JMZ project. A preliminary budget estimate for this work is estimated to be \$3-\$5M. Staff anticipates the City contribution could be \$3.8-5.8M in hard costs plus significant in-kind staff costs. Staff will provide more specific estimates when we return to Council in Spring of 2017.

Based on preliminary estimations, operating costs for the new JMZ are anticipated to increase by \$250,000 annually after Phase One. After Phase Two staff anticipate increased revenues and improved costs recovery mitigating the \$250,000 increase initially by \$100,000. Detailed financial information will be provided to Council when we come again in the Spring of 2017 and considered concurrently during the planning of the FY 2018 budget process.

The financial projections are purposefully conservative and every effort will be made to price entrance, programs and service fees such that no General Fund increases will be necessary, however, as this is a new venture with a number unknown factors regarding how residents and visitors will respond to the new facility staff are providing a conservative scenario as a prudent measure as we evaluate this project.

Further, staff and Friends will work closely with a number of museum and zoo experts to engage the public in focus groups and surveys as we develop the program and the fee structure for the new facility in the months ahead to improve our financial projections and likely market reception to fees, membership and sponsorships.

Policy Implications

The proposed projects are consistent with existing City policy objectives, including C-17: Continue to support provisions, funding, and promotion of programs for children and youth; and C-26: Maintain and enhance existing park facilities. The project will require a Park Improvement Ordinance and a Naming Recognition Schedule, consistent with the Naming City-Owned Lands and Facilities Policy. This project is subject to the 1% public art ordinance and staff and the design team is working to identify opportunities for integrated public art that enhance the design features of the project.

Environmental Review

In December 2014, The Friends and the City entered into a funding Agreement for a joint environmental study for the Rinconada Park Long Range Master Plan and the Junior Museum and Zoo Project, with David J. Powers and Associates put under contract to assist staff in conducting the CEQA review. Through a process working with the City Attorney's office, Community Services Department, Public Works and Planning, it was determined that a Mitigated Negative Declaration was appropriate. The CEQA review includes preparation of technical studies on various CEQA items to analyze existing conditions and identify potential impacts, preparation of Initial Study and Mitigated Negative Declaration.

Preparation of Technical Studies for the environmental review started in January of 2015. To date, the following reports have been completed: Air Quality Report, Arborist Report, and Historic Evaluation of the JMZ, Report Noise Assessment. A parking management plan is being drafted to complete the

Transportation Impact Report. A historical evaluation of the Girl Scout Building and a Historic Site Review are also being prepared. Once these reports are completed, staff will prepare the Initial Study and the Mitigated Negative Declaration required for this project. CEQA analysis for this project is scheduled to be completed in the Spring of 2017.

Attachments:

- Attachment A-CMRs 5170 and 6212 (PDF)
- Attachment C-AGMT Friends JMZ Mutual Cooperation and Support (PDF)
- Attachment B- Proposed Site Plans and Floor Plans for Junior Museum & Zoo (PDF)



City of Palo Alto

City Council Staff Report

(ID # 6212)

Report Type: Consent Calendar

Meeting Date: 10/19/2015

Summary Title: Approve the change in direction by Friends of JMZ regarding operation of the new building

Title: Approval of the Change in Direction by Friends of the Junior Museum & Zoo's Regarding Operation of the New Building

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that Council approve change in direction by the Friends of the Junior Museum & Zoo's regarding the operation of the new Junior Museum & Zoo building.

Executive Summary

On November 10, 2014, (CRM 5130), Council approved a Letter of Intent for Construction and Operation of the New Junior Museum and Zoo Building by the Friends of the Junior Museum and Zoo (Friends). In February of 2015, the City and FJMZ began negotiations. On August 27, 2015, the Friends of JMZ board unanimously voted to defer consideration of their role as the operator of the new facility, for possible re-consideration within 5 years after the new JMZ facility opens. The JMZ board believes this adjustment is necessary in order to meet their deadlines regarding the fundraising, design and construction demands of rebuilding the JMZ.

Background

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, facilitated the discussion of the key negotiating terms and conditions relating to the Junior Museum and Zoo (JMZ) Project, which would lead to reconstruction of the JMZ. The LOI outlined 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.

The LOI specified that 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.

As directed by Council, Staff and Friends have been meeting twice a month since February of 2015 to negotiate terms and conditions of for possible agreements. In the negotiations, City staff and the Friends have been working on draft construction terms, developing budget and staffing models, defining the public private partnership as well as planning the transition of governance.

Discussion

This decision to postpone the Friends of JMZ operating the JMZ was unanimous among the Friends Board. In the negotiations, City staff and the Friends have been working on numerous complex issues regarding construction and operations of the new facility. Attempting to do all concurrently has proven difficult. The Friends board fundraising has been very successful but working with the donors of the new building is extremely time sensitive. Thus, they opted for this stepped approach, which still leaves the option for the Friends to become the operator of the JMZ at a later date.

The issues encountered in building a realistic 5-year pro forma that reflected revenue and operating budgets are also quite complex with many variables. Additionally, defining the public private partnership with clear delineation between the City and Friends roles, which would result in a clear operating plan, is also complicated and requires considerable planning and evaluation. The amount of time and effort required for these important tasks were in conflict with the Friends' need to satisfy their donors' desire to see firm construction plans and agreements in place before they committed to the capital campaign.

These competing needs were further heightened due to the City's concern about perceived or actual conflicts of interest by JMZ staff, as described by the Fair Political Practices Commissions, in the Political Reform Act, which

...prohibits any public official from making, participating in making, or influencing a governmental decision that directly relates to a prospective employer while negotiating or after reaching an employment arrangement (Section 87407, Regulation 18747).

In short, this law expands the Act's conflict of interest rules and related disqualification obligations to situations where a decision will have a reasonably foreseeable material financial effect on the prospective employer even though the official does not yet have an economic interest in the employer.

Under the ban on influencing prospective employment, an official may not make, participate in making or influence decisions that "directly relate" to a prospective employer.

Due to concerns about conflict of interest, the JMZ staff became increasingly removed from design, planning and budget issues. JMZ staff had worked closely with Friends for years on all

aspects of the JMZ Initiative and had been instrumental in developing the vision and plan. Curbing their involvement in order to avoid a possible conflict of interest impacted progress in the negotiations. The JMZ staff expertise is needed in order to develop a realistic pro forma, one that would accurately reflect the costs of exhibitions, animal care, programs, operations and staff.

With the conflict of interest concerns slowing the negotiations, the Friends negotiating team assessed the situation and their priorities. The Friends Board and their donors are first and foremost interested in rebuilding the JMZ facility as soon as possible, and they believe that focusing on fundraising and construction first will be the most prudent course of action to achieving their primary goal, leaving possible the transfer of governance discussions to a later time.

The Friends remain fully committed to fundraising and leading the construction of the new facility, and believe that focusing their efforts will be more expedient and in the best interests of the Friends and the City of Palo Alto. In effect this would mean the new facility - once built by the Friends in partnership with the City - would remain under the City to operate, with the Friends continuing to support the JMZ program through ongoing fundraising and increased responsibilities, to be determined.

Staff believes this is a positive development and will allow for the construction of the new JMZ facility to progress more quickly. The complexities of negotiating several different agreements, including shaping the terms of the public private partnership, and the budget and staffing issues, meant significant time would lapse before the necessary agreements would be completed. FJMZ has time constraints for fundraising and wishes to proceed with construction as soon as possible. The project needs JMZ staff input to make the JMZ initiative successful. Their expertise is invaluable to the project's success. If the City remains the governing authority, the conflict of interest concern is no longer an issue.

Thus, the project could move ahead, and the JMZ Friends are far more likely to meet fundraising and construction goals. Staff remains very interested in exploring the transfer of governance to Friends at a later date. Staff and Friends have discussed that a graduated process has many advantages, allowing the fundraising and construction agreements to move forward more quickly, and affording more time to plan a potential transfer of governance from the City to Friends. The complexities of the budget, staffing and partnership plans and agreements would benefit from more time. Staff is confident the recommendation in this report will yield a positive and more achievable outcome for the rebuilding of the JMZ.

Timeline

JMZ Friends hope to begin construction within two years. Staff and the JMZ Friends will continue to meet regularly, and plan to return to Council with an update on a draft construction agreement in February of 2016.

Staff and FJMZ will bring to Council in 2016 reports that address:

- Construction and Operations agreements
- Construction Schedule
- Plan for relocation during construction
- Drawings of the project at a schematic design level
- Fundraising update
- Report back on community input including boards and commissions
- Conceptual Pro forma and budget documents for the new facility and program
- EIR Report
- Visitor experience concepts and outreach plan

Resource Impact

While staff and JMZ Friends remain interested in the model of transferring governance to the JMZ, delaying that negotiation allows JMZ staff to be full participants in the design of the building and programs. In either model, due to the larger planned facility, it is anticipated that cost for operating the new JMZ facility will increase. Staff, with input from Friends, will develop a pro forma that offsets operational increases with earned and contributed income, for Council's review and approval in 2016.

Environmental Review

The operational agreement is not subject to CEQA review. The Rinconada Master Plan and JMZ Initiative are currently undergoing CEQA review.

Attachments:

- Attachment A: CMR 5170 with Council Approved Letter of Intent (PDF)



City of Palo Alto City Council Staff Report

(ID # 5170)

Report Type: Action Items

Meeting Date: 11/10/2014

Summary Title: Letter of Intent - Junior Museum & Zoo

Title: Approval of Letter of Intent for Construction and Operation of the New Junior Museum and Zoo Building by the Friends of the Junior Museum and Zoo in 2019

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends

- a) Council's approval of a Letter of Intent (Attachment A), by which the City and the Friends of the Palo Alto Junior Museum and Zoo (JMZ) will collaborate to develop agreements for the building of a new and enhanced Junior Museum and Zoo facility, and the operation of the new facility for up to 40 years.
- b) Staff seeks the Council's guidance and approval on the guiding negotiation principles, noted on page 4 below.

Background

The Friends of the Palo Alto Junior Museum and Zoo (Friends) have played an integral role in the support and operation of the Palo Alto Junior Museum and Zoo (JMZ) since 1962. From 1962 through 1990, the Friends were referred to as the Junior Museum and Zoo Associates. In 2002, the Friends approached the City to create a public-private partnership with the intention of raising the capital improvement funds required to completely renovate the JMZ facility (CMR 442:02).

In February 2007, a Council Colleague's memo from then Vice-Mayor Klein and Council Members Beecham and Mossar requested that staff work with the Friends to explore the possibility of a new public/nonprofit partnership that would strengthen the ties between the City and the Friends.

Council approved an Agreement for Mutual Cooperation and Support with the Friends of the Palo Alto Junior Museum & Zoo (the Agreement) in November 2007 (CMR 443:07), an agreement extension in January 1 2013 (CMR #3395), and a Second Agreement in December

2013 (CMR #4258) (Attachment B). The current Mutual Cooperation and Support Agreement allows the Friends to use the JMZ facility to benefit the City through the Friends' support of the operations, education-related programs, and activities and opportunities offered by or within the JMZ facility.

The public-private partnership between the City and the Friends was strengthened via the written agreement, because it provided the Friends with a greater opportunity to play a role in planning and decision-making processes, which has led to increased outside funding for the JMZ facility. The Agreement enabled the Friends' board members and staff to work in a more integrated way with the City, for example, by (a) including the JMZ manager as an ex-officio member of the Friends' Board; (b) the Council providing a liaison to the Friends' Board, (currently Council Member Berman); and (c) other City staff working in unison with the Friends' staff to realize mutual goals. Final responsibility for the planning and operation of the JMZ facility continued to lie with the City, but the Friends participated with a higher level of engagement in planning and implementing JMZ activities than in the past.

The inadequacies of the current JMZ facility were documented in several reports. The 1997 Adamson Associates Infrastructure Management Study Report stated that the Junior Museum & Zoo was overdue for a major renovation. It was recommended that the building be scheduled for a seismic upgrade in 1998-99 and that the entire facility be upgraded during this work. The estimated the cost in 1998 dollars of upgrades to bring the facility into mechanical and code compliance was priced at \$733,000. (The mechanical systems were upgraded around 2004 and the roof was replaced in 2011.)

In 2002, a Feasibility Study was conducted by MKThink Team, a consultant hired by the Friends. The Study recognized the conditions of visitor overcrowding at the JMZ facility and carefully evaluated the existing building and site for areas of efficiency and opportunity. Through a gap analysis study, the consultant determined that the program space demands (such as staff offices, classrooms, events and gathering areas) exceed existing JMZ facility accommodations and capacity. The building systems were found to be substandard and to not meet certain code requirements, and the overall coherence and presence of the JMZ facility was also deemed poor.

In December 2011, the Blue Ribbon Infrastructure Task Force's Final Report, identified "Catch Up" (deferred maintenance) in 2011 dollars for the Junior Museum & Zoo at \$221,000. They also reported that they did not include Friends funding as part of their recommendation:

“In Palo Alto, donations from Community members have financed construction or improvements at Lucie Stern Community Center, the Junior Museum, the Arts Center, Lytton Plaza, the libraries, and various athletic and recreation facilities. Although some projects in the catch-up or future new & replacement categories could attract friends co-funding, the Commission did not find reasonable evidence to include friends funding as part of our recommendations.”

In a 2013, a Fundraising Feasibility Study, conducted by March Partners and funded by the Friends, showed that survey respondents overwhelmingly concluded that the rebuilding of the JMZ facility would be essential to the ongoing contribution of the Museum to the community and to JMZ visitors.

In 2014, the Friends completed a conceptual strategic plan and cost estimate to rebuild the JMZ facility. The Friends have been assessing public interest in the construction project (the Project) through a fundraising campaign and evaluating the feasibility of funding the construction of a new building through private contributions and grants.

The City and the Friends are interested in undertaking and completing the Project in accordance with two agreements subject to mutually acceptable terms and conditions, where the City would maintain ownership of the facility and Friends would operate the facility.

The Letter of Intent (the Letter) is intended to facilitate discussion of the key contract terms and conditions relating to the Project, and it requests that the City and the Friends endeavor to negotiate and finalize such agreements within the next twelve months.

Discussion

The Letter recognizes that the City and the Friends (the Parties) wish to collaborate in regard to the Project that would result in the complete rebuilding of the JMZ facility, as well as the operation of the JMZ for 40 years after completion of the Project. The City and the Friends anticipate the costs of the operation of the newly designed JMZ facility will exceed the current City budget appropriations for the JMZ. Further, the City desires to stabilize and reduce long-term its financial support for the JMZ's operations.

The Parties are interested in undertaking and completing the Project as well as the long-term operation of the newly built facility 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:

- 1) An agreement pertaining to the design and construction of the Project. 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 area of the 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 existing Palo Alto community.
- 2) An operations and management services agreement with a term of up to 40 years that will address, among other items, the adequacy of financial resources to be made available in order to facilitate the successful operation of the remodeled JMZ facility. This operations/management services agreement will address the appropriate operating constraints and public benefits.

Staff is requesting Council's direction to staff to negotiate these agreements with the following guiding negotiation principles in mind:

1. Delineate methods for appropriate public and City input to programs and services;
2. Oversight and cooperation of the construction project;
3. Establish a long-term structure for financial and programmatic oversight of the operations;
4. Stabilize and reduce long-term the City's financial support for the JMZ's operation;
5. Outline the possible transition of the operation of the facility to the City at time of lease expiration; and
6. Endeavor to complete negotiations within 12 months.

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.

Before construction of new facilities, 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. Such a Park Improvement Ordinance would be consistent with the draft Rinconada Park Long Range Plan.

Upon the Friends' acceptance of this Letter, the Friends will continue to raise funds for, design and prepare construction documents for, and obtain a construction contractor for the Project. All design and construction work will be reviewed by one or more of the

City's Departments of Community Services, Development Services, Planning and Community Environment, 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, Planning Commission and the City Council.

Under the terms of this Letter of Intent 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.

The Friends will continue to undertake a community outreach and fund-raising program to garner the community's input and support for the Project.

The City will provide reasonable staff support and other assistance, upon request, to the Friends in connection with the execution of the Project. The Friends must pay certain Project permit-related fees and charges that are due and payable to the City's General Fund and also pay all utility services rates, fees and charges that are due and payable to the City's Utilities Enterprise Fund in connection with the construction, operation and management of the Project.

Resource Impact

No additional City resources will be required beyond staff participation, review and oversight of the Project at this time. If the City's staff and Friends' staff reach agreement on the key terms and conditions of these agreements, then as part of Council's approval of these agreements, any resource impacts will be identified for Council's review and approval.

The Friends will be responsible for raising the required funds for the Project and for advocating for the JMZ facility in the community and provide leadership support through their Board of Directors.

Policy Implications

The 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 terms and conditions of the agreements concerning the Project and 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 in order that the City may develop the key terms and conditions of the draft agreements concerning the Project.

Environmental Review

The approval of the Letter of Intent does not qualify as a 'project' under the California Environmental Quality Act (CEQA), California Public Resources Code section 21065 and the CEQA guidelines, Title 14, section 15378, therefore, no environmental assessment is required at this time. This Project will be reviewed under the California Environmental Quality Act as part of the Rinconada Park Master Plan.

The draft Master Plan for Rinconada Park, including the Junior Museum & Zoo Project, must be reviewed in accordance with the California Environmental Quality Act. A separate request for approval of a contract for environmental review services and funding is scheduled to be considered by Council this fall. The request will include funding by the Friends for the JMZ Project portion of the environmental review.

Attachments:

- Attachment A - Letter of Intent (PDF)
- Attachment B - Agreement with the Friends JMZ Mutual Cooperation and Support (PDF)

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

Contract No. _____

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
THE FRIENDS OF THE PALO ALTO JUNIOR MUSEUM AND ZOO
FOR MUTUAL COOPERATION AND SUPPORT**

Dated as of _____, 2013

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**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND THE
FRIENDS OF THE PALO ALTO JUNIOR MUSEUM AND ZOO
FOR MUTUAL COOPERATION AND SUPPORT**

This MUTUAL COOPERATION AND SUPPORT AGREEMENT (the "Agreement"), dated, for convenience, _____, 2013 (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, a California public benefit corporation organized under the California Nonprofit Public Benefit Corporation Law (the "Friends") (individually, a "Party" and, collectively, the "Parties"), in reference to the following facts and circumstances:

RECITALS:

1. The City owns and operates the Junior Museum (the "Museum") and Zoo (collectively, the "JMZ"), located at 1451 Middlefield Road, Palo Alto, CA 94301. The JMZ is a program of the City's Community Services Department (the "Department") and exists within the Department's Arts and Sciences division.

2. The Friends have assisted the City's JMZ staff in supporting and advocating on behalf of JMZ operations, programs and activities over the past thirty-eight years. The Friends intend to benefit the City and the Palo Alto community by providing certain services, which the Parties intend to be rendered in accordance with the general scope of the City's policy on Public/Private Partnerships. By this Agreement, the Friends will, at the direction of the City Manager, or designee, and through the use of both City and/or Department employees and JMZ staff-supervised and unpaid community volunteers, support the operations- and education-related programs, activities and opportunities offered by or within the JMZ.

3. The Parties wish to more closely collaborate and mutually cooperate and support each other in the future, to improve, enhance and sustain the capacity of the JMZ to develop and provide educational opportunities and related services to the Palo Alto community.

4. The Parties entered into a Mutual Cooperation and Support Agreement in 2007 for a three-year term with an option to extend for an additional three-year term. By an Amendment No. One to Agreement, the Parties extended the agreement for the additional three-year term. The Parties desire to renew the 2007 Agreement on the same terms and conditions.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the following

covenants, terms, conditions and provisions of this Agreement, the Parties agree:

SECTION 1. TERM; EXTENSION; TERMINATION

1.1 This Agreement will commence on the Effective Date, and the initial term is three (3) years (the “Term”), unless it is earlier terminated by a Party as herein provided.

1.2 The Term may be extended by the Parties for one (1) additional term of three (3) years (the “Extension Term”); provided, however, the City may require the City Council’s approval of the Extension Term.

1.3 A Party may terminate for convenience this Agreement, in whole or in part, by giving the other Party no less than ninety (90) days’ prior written notice.

1.4 This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code (the “PAMC”). This Agreement will terminate without penalty: (A) at the end of any fiscal year in the event that funds are not appropriated for the JMZ program for the following fiscal year; or (B) at any time within a fiscal year in the event that funds are appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 1.4 will take precedence in the event of a conflict with any other covenant, term, condition or provision of this Agreement and the Exhibits. Nothing in this Section 1.4 is intended to affect the Friends’ rights and remedies as may be available under applicable laws.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.1 The responsibilities of the City will include the following:

A. The management of the JMZ facilities, programs and the City’s staff employees, including any and all City-hired contractors, subcontractors, consultants and volunteers. The City will hire, supervise, evaluate and otherwise exercise supervision and control of its employees. The City may permit the Friends’ duly authorized representatives to participate in the interview process for the hiring of a manager of the JMZ (the “JMZ Manager”);

B. The feeding, care and maintenance of the JMZ wildlife residents and basic maintenance and repair of the JMZ facilities as well as the furnishing of internal and external landscaping and utility services to the JMZ;

C. The selection of one or more individuals to serve as the City’s liaison(s) to the Friends’ board of directors and/or any board committees (the “Board”), including (1) a Council Member, if any, who will serve as the official liaison of the City to the Board, and (2) the JMZ Manager, whose duties may include providing assistance to the Friends, including the Board, in selected fundraising activities, as may be directed or approved by the City Manager, or

designee;

D. The review of all community-related activities that the Friends may propose for inclusion in the JMZ programs. All activities of the Friends will be pre-approved by the JMZ Manager, or designee;

E. Develop and provide educational programs relating to JMZ and supervise community volunteers in connection therewith;

F. Manage the JMZ collections and supervise the accessioning, deaccessioning, cataloging, and conservation of the JMZ permanent collection in accordance with City, Department, Museum, state, and federal laws and applicable professional standards; and

G. Any other obligation(s) that the City, Department or the Museum may undertake in accordance with this Agreement, upon reasonable notice to the Friends; provided, however, any such undertaking will be memorialized, in writing, by an amendment to this Agreement, in order that such undertaking will be binding upon the City.

2.2 The responsibilities of the Friends will include the following:

A. The supervision and management of its directors, officers, employees, volunteers, contractors, subcontractors and consultants, while they, and each of them, are performing obligations on behalf of the Friends pursuant to this Agreement;

B. The rendering of assistance to the JMZ Manager (through the Board and/or staff), at the JMZ Manager's request, including voluntary attendance and contribution at staff meetings of the JMZ Manager;

C. The provision and staffing of programs to educate the public about the JMZ and its programs and amenities, and the mobilization of volunteers for JMZ projects and programs;

D. The development and implementation of a development plan for the JMZ (the "Friends Plan"), that is consistent with the JMZ strategic plan, referred to in Section 2.3(A), and the annual work plan(s), referred to in Section 2.3(B). The Development Plan will include donor acknowledgment and activities consistent with City policies and practices; and

E. The rendering of other services beyond those spelled out in the annual JMZ Plan and related to the preservation, protection and enhancement of the JMZ, will be approved, in writing, by the JMZ Manager.

2.3 The responsibilities of the Parties will include the following:

A. Under the direction of the JMZ Manager, develop a long-term strategic plan to

enhance and improve the vision of the JMZ (the “Strategic Plan”);

B. Under the direction of the JMZ Manager and consistent with the Strategic Plan, develop an annual work plan (the “JMZ Plan”), and, on an annual basis, effective July 1 of each year, establish program, budget, fundraising and administrative and operational priorities and activities for each fiscal year of operations. The JMZ Plan will delineate the rights and obligations of the Parties and identify each Party’s duly authorized representative. The JMZ Plan will include, without limitation, specific cash handling procedures to be followed by the Parties and the dispute resolution procedures for informally resolving differences of opinion of each Party regarding the substance and/or implementation of the JMZ Plan; and

C. In regard to the JMZ Plan, the Parties will review, on a quarterly basis, the status of reaching and/or exceeding the goals of the JMZ Plan, including budget goals. The Parties will evaluate, annually, the JMZ Plan.

2.4 The responsibility of either Party or the Parties in regard to any capital improvement project (“CIP”) for the JMZ will not be established by this Agreement. The Parties agree to reserve for future consideration any existing or future CIP for the JMZ, including the scope of a capital fundraising program and the responsibilities of each Party in regard to thereto. The provision of any CIP may be addressed by amendment to this Agreement or by separate instrument, as determined by the Parties.

2.5 To the extent this Section 2 does not specifically identify the Party who will be primarily responsible for any action or decision in regard to the JMZ, the Parties agree that the City will be the party to assume all rights and obligations in connection with such decision.

SECTION 3. GENERAL LICENSE TO THE FRIENDS

3.1 The City hereby grants the Friends, its directors, officers, employees, contractors, subcontractors and consultants a nonexclusive license to enter upon and use the JMZ facilities in connection with the Friends’ execution of its individual and/or joint responsibilities established by the JMZ Plan, including, but not limited to, organizing small group meetings and large group/community meetings and events at the JMZ, such as fundraising events, programs, and tours of the JMZ facilities, and using the office space afforded to the Friends for their use at the JMZ facilities in connection with this Agreement. Any use of the JMZ facilities will be approved by the JMZ Manager in regards to program scheduling, space availability, and the functionality of shared JMZ spaces for staff use. The City will provide to the employees of the Friends security card access to the JMZ; any additional cards will be approved by the JMZ Manager, upon request, in writing.

SECTION 4. INSURANCE

4.1 As of the Effective Date, the Friends, at its sole cost and expense, will obtain and

maintain the following insurance coverage, and as further described in Exhibit "A," acceptable to the City's insurance risk manager (the "Risk Manager") in full force and effect during the Term, insuring not only the Friends but, with the exception of worker's compensation and employer's liability insurance, naming the City as an additional insured, concerning the Friends' participation under this Agreement.

<u>POLICY</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
A. WORKER'S COMPENSATION	Statutory
B. COMPREHENSIVE AUTOMOBILE LIABILITY	Bodily Injury \$1,000,000 ea. person Property Damage \$1,000,000 each person, including owned, hired, and non-owned automobiles
C. COMPREHENSIVE GENERAL LIABILITY	Bodily Injury \$1,000,000 each person, \$1,000,000 each occurrence, \$1,000,000 aggregate including products, Property Damage \$1,000,000 each occurrence & completed operations, Personal Injury \$1,000,000 each occurrence, broad form contractual, and personal injury.

4.2 Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the City's option, the insurer will reduce or eliminate such deductibles or self-insured retentions as respects the City. The Friends' insurance will be carried in full force and effect on or before the Effective Date. Every insurance policy required by this Agreement will contain the following or substantially similar clauses:

- A. "This insurance shall not be canceled, limited in scope of coverage or nonrenewed until after thirty (30) days written notice has been given to: City of Palo Alto/Junior Museum and Zoo Manager, P.O. Box 10250, Palo Alto, CA 94303".
- B. "All rights of subrogation are hereby waived against the City of Palo Alto and the members of the City Council and elective or appointive officers or employees, when acting within the scope of their employment or appointment."
- C. "The City of Palo Alto is added as an additional insured as respects operations of the named insured at or from the JMZ."

- D. "It is agreed that any insurance maintained by the City of Palo Alto will apply in excess of, and not contribute to, insurance provided by this policy."

4.3 Evidence of Insurance Coverage and/or Changes will be, as follows:

- A. Certificate of Insurance. The Friends agree to deposit with the JMZ Manager before the effective date of this Agreement, certificates of insurance necessary to satisfy the City that the insurance provisions of this Agreement have been complied with, and to ensure that such insurance is kept in effect, with the certificates on deposit with the City, during the Term. Should the Friends fail to provide evidence of such required coverage at least three (3) days prior to the expiration of any existing insurance coverage, the City may purchase such insurance, on behalf of and at the sole expense of the Friends, to provide an additional six-month period of coverage.
- B. Review of Coverage. The City will retain the right, at any time, to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for the City and for members of the public using the JMZ, the City Manager, or designee, may require an amount to provide adequate protection as determined by the Risk Manager. The City's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required.
- C. Changes in Coverage. The City Manager, or designee, will notify the Friends, in writing, of any change(s) in the insurance requirements; if the Friends does not deposit copies of acceptable insurance policies (or certificates) with the City, to the attention of the Risk Manager, incorporating such changes within sixty (60) days of receipt of such notice, or in the event the Friends fail to ensure that the required insurance coverage is maintained in effect, the City may terminate this Agreement in accordance with Section 1.
- D. No Limit of Liability. The procuring of such required policy or policies of insurance will not be construed to limit the Friends' liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding the policy or policies of insurance, the Friends will be obligated for the full and total amount of any damage, injury, or loss caused by or connected with this Agreement, with the Friends' use of the JMZ.
- E. Acceptability of Insurers. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:X.

SECTION 5. INDEMNITY

5.1 Except as provided under Section 5.2, the Friends hereby waive all claims, liability and recourse against the City, including the right of contribution for loss or damage of or to persons or property arising from, growing out of, or in any way connected with or related to this Agreement. The Friends will protect, indemnify, hold harmless and defend the City, its officials, officers, employees, representatives and agents, from and against any and all claims, losses, liability, demands, damages, costs, expenses or attorneys' fees, caused by or arising out of the Friends' negligent acts or omissions, or willful misconduct, in the performance or nonperformance of its obligations under the covenants, terms, conditions and provisions of this Agreement. The preceding sentence notwithstanding, no personal liability will attach to any Board member under the provisions of this Section 5 for any negligent action or inaction. In the event the City is named as co-defendant, the Friends will notify, in writing, the City, to the attention of the City's City Attorney (the "City Attorney"), of such fact and it will represent the City in such legal action, unless the City undertakes to represent itself as co-defendant in such legal action, in which event the Friends will pay to the CITY its reasonable litigation costs and expenses, including reasonable attorneys' fees.

5.2 The City will protect, indemnify, hold harmless and defend the Friends, its directors, officers, employees and agents, against any and all claims, losses, liability, demands, damages, costs, expenses or attorneys' fees arising out of the City's negligent performance or nonperformance of its obligations under the terms of this Agreement.

SECTION 6. WAIVER

6.1 The waiver by either Party of any breach or violation of any covenant, term, or condition of this Agreement or of the provisions of the PAMC or other City law, rule or regulation, will not be deemed to be a waiver of any such covenant, term, condition, or provision or of any subsequent breach or violation of the same or any other covenant, term, condition, or provision. The subsequent acceptance by either Party of any consideration which may become due or payable hereunder will not be deemed to be a waiver of any preceding breach or violation by the other Party

SECTION 7. NO PROPERTY RIGHTS

7.1 The Parties agree that this Agreement will not confer any property right upon the Friends, its directors, officers, employees, volunteers, contractors, subcontractors or consultants. Any work performed for the benefit of the JMZ and any improvements placed or constructed at the JMZ will conform to the City's standards and approved by the City Manager, or designee, and will, upon acceptance, become the property of the City.

SECTION 8. ASSIGNMENT

8.1 Neither Party may assign, transfer, or convey this Agreement or any interest that it may have in this Agreement without the other Party's express consent or approval. Any attempted assignment without the required consent or approval will be void and will confer no right, title, or interest in or to this Agreement, or part thereof. In the event of an unauthorized assignment, at the option of the Party not making the assignment, this Agreement may be terminated upon reasonable notice to the Party making the assignment.

SECTION 9. INDEPENDENT CONTRACTOR

9.1 In the exercise of its rights and responsibilities under this Agreement, the Friends act at all times as an independent contractor and not as an employee of the City. Nothing in this Agreement will be construed to establish a partnership, joint venture, group, pool, syndicate or agency between the Parties. No provision contained herein will be construed as authorizing or empowering either Party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf, or in the name of, the other Party in any manner, or to make any representation, warranty or commitment on behalf of the other Party. In no event will either Party be liable for (a) any loss incurred by the other Party in the course of its performance hereunder, or (b) any debts, obligations or liabilities of the other Party, whether due or to become due.

SECTION 10. NONDISCRIMINATION

10.1 The PAMC prohibits discrimination in the employment of any individual under this Agreement because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of that person. The Foundation acknowledges that it has read and understands the provisions of PAMC Chapter 2.30 relating to nondiscrimination in employment and the penalties for violations thereof, and it agrees to comply with all requirements of PAMC Chapter 2.30 pertaining to nondiscrimination in employment, including the completion, execution and submission to the City of the Certification of Nondiscrimination, as described in Exhibit "B."

SECTION 11. NOTICES

11.1 Any notice, request, consent or approval by a Party that is required to be furnished by this Agreement, will be given, in writing, and delivered by personal service, the United States Postal Service, mailed, first class, postage prepaid, or by facsimile transmission, to the following:

To CITY:

City Clerk
City of Palo Alto
P.O. Box 10250

To FRIENDS:

Executive Director
Friends of the Palo Alto Junior
Museum and Zoo

Palo Alto, CA 94303

1451 Middlefield Road
Palo Alto, CA 94303-4303

with a copy to:
Manager, Junior Museum and Zoo
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303

SECTION 12. MISCELLANEOUS

12.1 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.

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

12.3 This Agreement represents the entire agreement between the Parties 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.

12.4 All exhibits referred to in this Agreement are by such references incorporated in this Agreement and made a part hereof. The following exhibits are (or will be) made a part of this Agreement:

Exhibit "A" - Insurance Requirements
Exhibit "B" – Certification of Nondiscrimination.

12.5 At the request of the City, the Friends will furnish to the City Attorney for the City's review and approval copies of its articles of organization, operating agreement, and other information relating to its organization status.

12.6 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, the Exhibits, or any amendment thereto.

12.7 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 or in the United States District Court for the Northern District of California in the County of Santa Clara, State of California.

12.8 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.

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

12.10 The term "day" means a calendar day, unless a "business day" is specified; for the purposes of this Agreement, "business day" excludes any "Regular Holiday" or "Other Special Day" referred to in PAMC Section 2.08.100 or any Friday that is considered a '9/80' day, when the City does not require employees, electing to work nine (9) business days in a ten-business days biweekly period, to work on such days.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement on 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

Director of Administrative Services

Member

Director of Community Services

Member

Member

EXHIBIT "A"
INSURANCE REQUIREMENTS

EXHIBIT "B"
CERTIFICATION OF NONDISCRIMINATION

Contract No. _____

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
THE FRIENDS OF THE PALO ALTO JUNIOR MUSEUM AND ZOO
FOR MUTUAL COOPERATION AND SUPPORT**

Dated as of _____, 2013

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**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND THE
FRIENDS OF THE PALO ALTO JUNIOR MUSEUM AND ZOO
FOR MUTUAL COOPERATION AND SUPPORT**

This MUTUAL COOPERATION AND SUPPORT AGREEMENT (the "Agreement"), dated, for convenience, _____, 2013 (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, a California public benefit corporation organized under the California Nonprofit Public Benefit Corporation Law (the "Friends") (individually, a "Party" and, collectively, the "Parties"), in reference to the following facts and circumstances:

RECITALS:

1. The City owns and operates the Junior Museum (the "Museum") and Zoo (collectively, the "JMZ"), located at 1451 Middlefield Road, Palo Alto, CA 94301. The JMZ is a program of the City's Community Services Department (the "Department") and exists within the Department's Arts and Sciences division.

2. The Friends have assisted the City's JMZ staff in supporting and advocating on behalf of JMZ operations, programs and activities over the past thirty-eight years. The Friends intend to benefit the City and the Palo Alto community by providing certain services, which the Parties intend to be rendered in accordance with the general scope of the City's policy on Public/Private Partnerships. By this Agreement, the Friends will, at the direction of the City Manager, or designee, and through the use of both City and/or Department employees and JMZ staff-supervised and unpaid community volunteers, support the operations- and education-related programs, activities and opportunities offered by or within the JMZ.

3. The Parties wish to more closely collaborate and mutually cooperate and support each other in the future, to improve, enhance and sustain the capacity of the JMZ to develop and provide educational opportunities and related services to the Palo Alto community.

4. The Parties entered into a Mutual Cooperation and Support Agreement in 2007 for a three-year term with an option to extend for an additional three-year term. By an Amendment No. One to Agreement, the Parties extended the agreement for the additional three-year term. The Parties desire to renew the 2007 Agreement on the same terms and conditions.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the following

covenants, terms, conditions and provisions of this Agreement, the Parties agree:

SECTION 1. TERM; EXTENSION; TERMINATION

1.1 This Agreement will commence on the Effective Date, and the initial term is three (3) years (the “Term”), unless it is earlier terminated by a Party as herein provided.

1.2 The Term may be extended by the Parties for one (1) additional term of three (3) years (the “Extension Term”); provided, however, the City may require the City Council’s approval of the Extension Term.

1.3 A Party may terminate for convenience this Agreement, in whole or in part, by giving the other Party no less than ninety (90) days’ prior written notice.

1.4 This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code (the “PAMC”). This Agreement will terminate without penalty: (A) at the end of any fiscal year in the event that funds are not appropriated for the JMZ program for the following fiscal year; or (B) at any time within a fiscal year in the event that funds are appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 1.4 will take precedence in the event of a conflict with any other covenant, term, condition or provision of this Agreement and the Exhibits. Nothing in this Section 1.4 is intended to affect the Friends’ rights and remedies as may be available under applicable laws.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.1 The responsibilities of the City will include the following:

A. The management of the JMZ facilities, programs and the City’s staff employees, including any and all City-hired contractors, subcontractors, consultants and volunteers. The City will hire, supervise, evaluate and otherwise exercise supervision and control of its employees. The City may permit the Friends’ duly authorized representatives to participate in the interview process for the hiring of a manager of the JMZ (the “JMZ Manager”);

B. The feeding, care and maintenance of the JMZ wildlife residents and basic maintenance and repair of the JMZ facilities as well as the furnishing of internal and external landscaping and utility services to the JMZ;

C. The selection of one or more individuals to serve as the City’s liaison(s) to the Friends’ board of directors and/or any board committees (the “Board”), including (1) a Council Member, if any, who will serve as the official liaison of the City to the Board, and (2) the JMZ Manager, whose duties may include providing assistance to the Friends, including the Board, in selected fundraising activities, as may be directed or approved by the City Manager, or

designee;

D. The review of all community-related activities that the Friends may propose for inclusion in the JMZ programs. All activities of the Friends will be pre-approved by the JMZ Manager, or designee;

E. Develop and provide educational programs relating to JMZ and supervise community volunteers in connection therewith;

F. Manage the JMZ collections and supervise the accessioning, deaccessioning, cataloging, and conservation of the JMZ permanent collection in accordance with City, Department, Museum, state, and federal laws and applicable professional standards; and

G. Any other obligation(s) that the City, Department or the Museum may undertake in accordance with this Agreement, upon reasonable notice to the Friends; provided, however, any such undertaking will be memorialized, in writing, by an amendment to this Agreement, in order that such undertaking will be binding upon the City.

2.2 The responsibilities of the Friends will include the following:

A. The supervision and management of its directors, officers, employees, volunteers, contractors, subcontractors and consultants, while they, and each of them, are performing obligations on behalf of the Friends pursuant to this Agreement;

B. The rendering of assistance to the JMZ Manager (through the Board and/or staff), at the JMZ Manager's request, including voluntary attendance and contribution at staff meetings of the JMZ Manager;

C. The provision and staffing of programs to educate the public about the JMZ and its programs and amenities, and the mobilization of volunteers for JMZ projects and programs;

D. The development and implementation of a development plan for the JMZ (the "Friends Plan"), that is consistent with the JMZ strategic plan, referred to in Section 2.3(A), and the annual work plan(s), referred to in Section 2.3(B). The Development Plan will include donor acknowledgment and activities consistent with City policies and practices; and

E. The rendering of other services beyond those spelled out in the annual JMZ Plan and related to the preservation, protection and enhancement of the JMZ, will be approved, in writing, by the JMZ Manager.

2.3 The responsibilities of the Parties will include the following:

A. Under the direction of the JMZ Manager, develop a long-term strategic plan to

enhance and improve the vision of the JMZ (the “Strategic Plan”);

B. Under the direction of the JMZ Manager and consistent with the Strategic Plan, develop an annual work plan (the “JMZ Plan”), and, on an annual basis, effective July 1 of each year, establish program, budget, fundraising and administrative and operational priorities and activities for each fiscal year of operations. The JMZ Plan will delineate the rights and obligations of the Parties and identify each Party’s duly authorized representative. The JMZ Plan will include, without limitation, specific cash handling procedures to be followed by the Parties and the dispute resolution procedures for informally resolving differences of opinion of each Party regarding the substance and/or implementation of the JMZ Plan; and

C. In regard to the JMZ Plan, the Parties will review, on a quarterly basis, the status of reaching and/or exceeding the goals of the JMZ Plan, including budget goals. The Parties will evaluate, annually, the JMZ Plan.

2.4 The responsibility of either Party or the Parties in regard to any capital improvement project (“CIP”) for the JMZ will not be established by this Agreement. The Parties agree to reserve for future consideration any existing or future CIP for the JMZ, including the scope of a capital fundraising program and the responsibilities of each Party in regard to thereto. The provision of any CIP may be addressed by amendment to this Agreement or by separate instrument, as determined by the Parties.

2.5 To the extent this Section 2 does not specifically identify the Party who will be primarily responsible for any action or decision in regard to the JMZ, the Parties agree that the City will be the party to assume all rights and obligations in connection with such decision.

SECTION 3. GENERAL LICENSE TO THE FRIENDS

3.1 The City hereby grants the Friends, its directors, officers, employees, contractors, subcontractors and consultants a nonexclusive license to enter upon and use the JMZ facilities in connection with the Friends’ execution of its individual and/or joint responsibilities established by the JMZ Plan, including, but not limited to, organizing small group meetings and large group/community meetings and events at the JMZ, such as fundraising events, programs, and tours of the JMZ facilities, and using the office space afforded to the Friends for their use at the JMZ facilities in connection with this Agreement. Any use of the JMZ facilities will be approved by the JMZ Manager in regards to program scheduling, space availability, and the functionality of shared JMZ spaces for staff use. The City will provide to the employees of the Friends security card access to the JMZ; any additional cards will be approved by the JMZ Manager, upon request, in writing.

SECTION 4. INSURANCE

4.1 As of the Effective Date, the Friends, at its sole cost and expense, will obtain and

maintain the following insurance coverage, and as further described in Exhibit "A," acceptable to the City's insurance risk manager (the "Risk Manager") in full force and effect during the Term, insuring not only the Friends but, with the exception of worker's compensation and employer's liability insurance, naming the City as an additional insured, concerning the Friends' participation under this Agreement.

<u>POLICY</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
A. WORKER'S COMPENSATION	Statutory
B. COMPREHENSIVE AUTOMOBILE LIABILITY	Bodily Injury \$1,000,000 ea. person Property Damage \$1,000,000 each person, including owned, hired, and non-owned automobiles
C. COMPREHENSIVE GENERAL LIABILITY	Bodily Injury \$1,000,000 each person, \$1,000,000 each occurrence, \$1,000,000 aggregate including products, Property Damage \$1,000,000 each occurrence & completed operations, Personal Injury \$1,000,000 each occurrence, broad form contractual, and personal injury.

4.2 Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the City's option, the insurer will reduce or eliminate such deductibles or self-insured retentions as respects the City. The Friends' insurance will be carried in full force and effect on or before the Effective Date. Every insurance policy required by this Agreement will contain the following or substantially similar clauses:

- A. "This insurance shall not be canceled, limited in scope of coverage or nonrenewed until after thirty (30) days written notice has been given to: City of Palo Alto/Junior Museum and Zoo Manager, P.O. Box 10250, Palo Alto, CA 94303".
- B. "All rights of subrogation are hereby waived against the City of Palo Alto and the members of the City Council and elective or appointive officers or employees, when acting within the scope of their employment or appointment."
- C. "The City of Palo Alto is added as an additional insured as respects operations of the named insured at or from the JMZ."

- D. "It is agreed that any insurance maintained by the City of Palo Alto will apply in excess of, and not contribute to, insurance provided by this policy."

4.3 Evidence of Insurance Coverage and/or Changes will be, as follows:

- A. Certificate of Insurance. The Friends agree to deposit with the JMZ Manager before the effective date of this Agreement, certificates of insurance necessary to satisfy the City that the insurance provisions of this Agreement have been complied with, and to ensure that such insurance is kept in effect, with the certificates on deposit with the City, during the Term. Should the Friends fail to provide evidence of such required coverage at least three (3) days prior to the expiration of any existing insurance coverage, the City may purchase such insurance, on behalf of and at the sole expense of the Friends, to provide an additional six-month period of coverage.
- B. Review of Coverage. The City will retain the right, at any time, to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for the City and for members of the public using the JMZ, the City Manager, or designee, may require an amount to provide adequate protection as determined by the Risk Manager. The City's requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required.
- C. Changes in Coverage. The City Manager, or designee, will notify the Friends, in writing, of any change(s) in the insurance requirements; if the Friends does not deposit copies of acceptable insurance policies (or certificates) with the City, to the attention of the Risk Manager, incorporating such changes within sixty (60) days of receipt of such notice, or in the event the Friends fail to ensure that the required insurance coverage is maintained in effect, the City may terminate this Agreement in accordance with Section 1.
- D. No Limit of Liability. The procuring of such required policy or policies of insurance will not be construed to limit the Friends' liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding the policy or policies of insurance, the Friends will be obligated for the full and total amount of any damage, injury, or loss caused by or connected with this Agreement, with the Friends' use of the JMZ.
- E. Acceptability of Insurers. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:X.

SECTION 5. INDEMNITY

5.1 Except as provided under Section 5.2, the Friends hereby waive all claims, liability and recourse against the City, including the right of contribution for loss or damage of or to persons or property arising from, growing out of, or in any way connected with or related to this Agreement. The Friends will protect, indemnify, hold harmless and defend the City, its officials, officers, employees, representatives and agents, from and against any and all claims, losses, liability, demands, damages, costs, expenses or attorneys' fees, caused by or arising out of the Friends' negligent acts or omissions, or willful misconduct, in the performance or nonperformance of its obligations under the covenants, terms, conditions and provisions of this Agreement. The preceding sentence notwithstanding, no personal liability will attach to any Board member under the provisions of this Section 5 for any negligent action or inaction. In the event the City is named as co-defendant, the Friends will notify, in writing, the City, to the attention of the City's City Attorney (the "City Attorney"), of such fact and it will represent the City in such legal action, unless the City undertakes to represent itself as co-defendant in such legal action, in which event the Friends will pay to the CITY its reasonable litigation costs and expenses, including reasonable attorneys' fees.

5.2 The City will protect, indemnify, hold harmless and defend the Friends, its directors, officers, employees and agents, against any and all claims, losses, liability, demands, damages, costs, expenses or attorneys' fees arising out of the City's negligent performance or nonperformance of its obligations under the terms of this Agreement.

SECTION 6. WAIVER

6.1 The waiver by either Party of any breach or violation of any covenant, term, or condition of this Agreement or of the provisions of the PAMC or other City law, rule or regulation, will not be deemed to be a waiver of any such covenant, term, condition, or provision or of any subsequent breach or violation of the same or any other covenant, term, condition, or provision. The subsequent acceptance by either Party of any consideration which may become due or payable hereunder will not be deemed to be a waiver of any preceding breach or violation by the other Party

SECTION 7. NO PROPERTY RIGHTS

7.1 The Parties agree that this Agreement will not confer any property right upon the Friends, its directors, officers, employees, volunteers, contractors, subcontractors or consultants. Any work performed for the benefit of the JMZ and any improvements placed or constructed at the JMZ will conform to the City's standards and approved by the City Manager, or designee, and will, upon acceptance, become the property of the City.

SECTION 8. ASSIGNMENT

8.1 Neither Party may assign, transfer, or convey this Agreement or any interest that it may have in this Agreement without the other Party's express consent or approval. Any attempted assignment without the required consent or approval will be void and will confer no right, title, or interest in or to this Agreement, or part thereof. In the event of an unauthorized assignment, at the option of the Party not making the assignment, this Agreement may be terminated upon reasonable notice to the Party making the assignment.

SECTION 9. INDEPENDENT CONTRACTOR

9.1 In the exercise of its rights and responsibilities under this Agreement, the Friends act at all times as an independent contractor and not as an employee of the City. Nothing in this Agreement will be construed to establish a partnership, joint venture, group, pool, syndicate or agency between the Parties. No provision contained herein will be construed as authorizing or empowering either Party to assume or create any obligation or responsibility whatsoever, express or implied, on behalf, or in the name of, the other Party in any manner, or to make any representation, warranty or commitment on behalf of the other Party. In no event will either Party be liable for (a) any loss incurred by the other Party in the course of its performance hereunder, or (b) any debts, obligations or liabilities of the other Party, whether due or to become due.

SECTION 10. NONDISCRIMINATION

10.1 The PAMC prohibits discrimination in the employment of any individual under this Agreement because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of that person. The Foundation acknowledges that it has read and understands the provisions of PAMC Chapter 2.30 relating to nondiscrimination in employment and the penalties for violations thereof, and it agrees to comply with all requirements of PAMC Chapter 2.30 pertaining to nondiscrimination in employment, including the completion, execution and submission to the City of the Certification of Nondiscrimination, as described in Exhibit "B."

SECTION 11. NOTICES

11.1 Any notice, request, consent or approval by a Party that is required to be furnished by this Agreement, will be given, in writing, and delivered by personal service, the United States Postal Service, mailed, first class, postage prepaid, or by facsimile transmission, to the following:

To CITY:

City Clerk
City of Palo Alto
P.O. Box 10250

To FRIENDS:

Executive Director
Friends of the Palo Alto Junior
Museum and Zoo

Palo Alto, CA 94303

1451 Middlefield Road
Palo Alto, CA 94303-4303

with a copy to:
Manager, Junior Museum and Zoo
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303

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APPROVED AS TO FORM:

CITY OF PALO ALTO

Senior Asst. City Attorney

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AND ZOO

Director of Administrative Services

Member

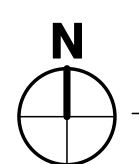
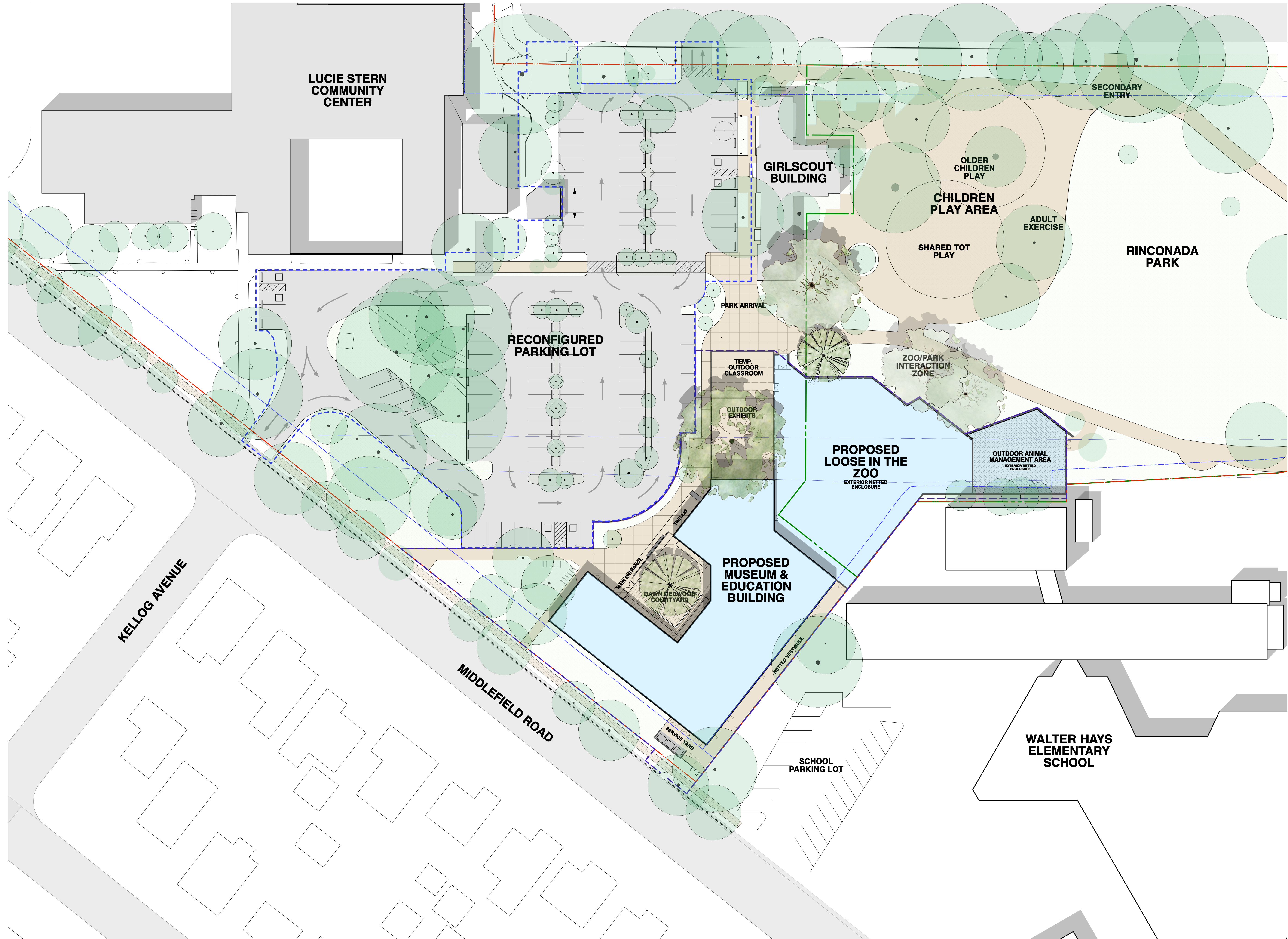
Director of Community Services

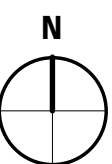
Member

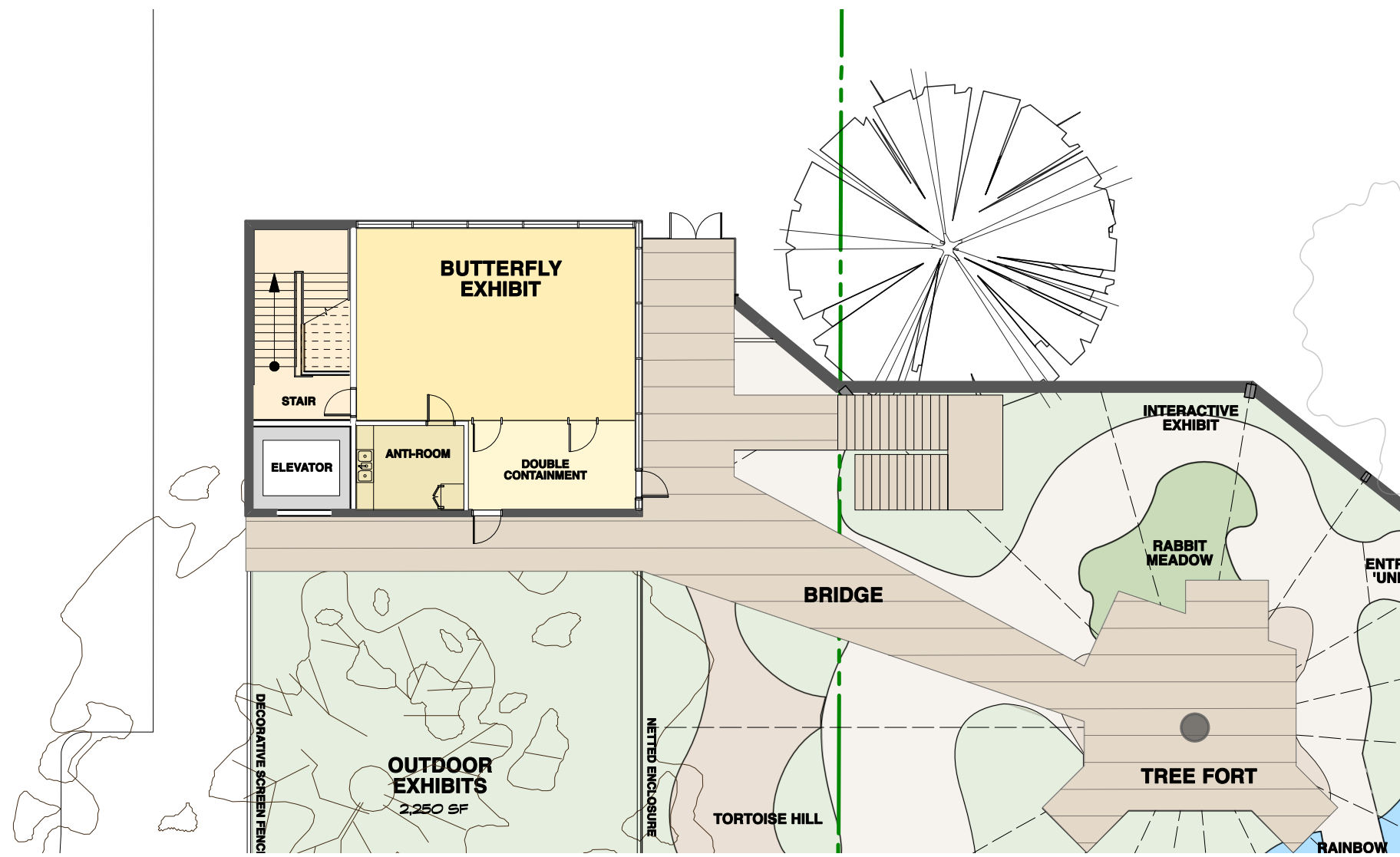
Member

EXHIBIT "A"
INSURANCE REQUIREMENTS

EXHIBIT "B"
CERTIFICATION OF NONDISCRIMINATION







PROPOSED SECOND FLOOR PLAN
SCALE: 1/16" = 1'

2



PROPOSED FIRST FLOOR PLAN
SCALE: 1/16" = 1'

1

