



City of Palo Alto

City Council Staff Report

(ID # 9131)

Report Type: Consent Calendar

Meeting Date: 6/18/2018

Summary Title: Approval of Agreement with Concordia LLC & Cost Share Agreement with PAUSD for Cubberley Master Plan

Title: Approval of an Agreement with Concordia LLC for 18 Months in the Amount not to Exceed \$565,972 for Cubberley Community Center Master Plan and Visioning; Approval of a Cost Share Agreement with the Palo Alto Unified School District for up to \$332,986; and Approve Budget Amendments to Fund the Master Plan

From: City Manager

Lead Department: Community Services

Recommendation

Staff recommends that City Council:

1. Approve a Professional Services Agreement with Concordia LLC in an Amount Not to Exceed \$565,972 for Cubberley Community Center Master Plan and Visioning,
2. Amend the Fiscal Year 2018 Budget Appropriation Ordinance for the Cubberley Property Infrastructure Fund by:
 - a. Increasing the revenue estimate for the Cubberley Community Center Master Plan project (CB-16001) by \$332,986;
 - b. Increasing the Cubberley Community Center Master Plan project (CB-16001) appropriation by \$188,681; and
 - c. Increasing the ending fund balance for the Cubberley Property Infrastructure Fund by \$144,305.
3. Authorize the City Manager to execute a Cost Share Agreement with the Palo Alto Unified School District for up to \$332,986, equal to one-half of the maximum total project cost of \$665,972.

Executive Summary

The City of Palo Alto (City) and the Palo Alto Unified School District (PAUSD) have agreed to collaborate on a master planning effort for the 35-acre Cubberley Community

Center site, of which PAUSD owns 27 acres and the City owns 8 acres. An RFP was released to obtain a consultant experienced in innovative community engagement and master planning of dynamic public spaces. The consultant will assist with development of a Cubberley Community Center Master Plan to address the educational and community service needs of Palo Alto. After careful review and consideration, staff from both the City and PAUSD selected Concordia LLC based on their experience with similar projects and their history of innovative and successful community engagement efforts. As stated in the staff recommendation, a budget amendment to Capital Project Number CB-16001 is needed to increase the project budget to accurately reflect the project cost and to account for reimbursement from PAUSD. The total project cost of the master planning effort will be equally shared between the City and PAUSD, as described in the Cost Share Agreement.

Background

The Cubberley Community Center is located on a 35-acre site in south Palo Alto that was home to Cubberley High School until 1979. Of the 35 acres, the Palo Alto Unified School District (PAUSD) owns 27 acres and the City of Palo Alto owns 8 acres. The City has leased PAUSD's 27 acres since January 1, 1990 and operates the community center on the combined 35 acre site. The lease has been amended multiple times and the current lease amendment will expire in December 2019. The lease amendment includes a condition that the City and PAUSD will jointly develop a master plan for the entire site by December 31, 2019 and shall meet and confer to determine the scope and funding for the preparation of the plan.

A Cubberley Citizens Advisory Committee (CCAC) representing a cross-section of Cubberley tenants, city-wide neighborhoods, schools and city-wide representatives, and other relevant organizations, was formed in 2012 to cooperatively explore all practical joint uses of the Cubberley campus for both educational and community service needs. Several subcommittees were formed focusing on school needs, community needs, facilities, and finance. Additionally, a Policy Advisory Committee consisting of City Council members and School District Board members was created. The result of the CCAC process was the recommendation that the site be designed for shared City/School District use and for the City and the School District to work cooperatively toward a phased development to support both school and community needs. The final report of the CCAC can be found at <http://www.cityofpaloalto.org/civicax/filebank/documents/33455>.

On March 9, 2016, City Manager Jim Keene and then PAUSD Superintendent Max McGee signed a *Cubberley Futures Compact* to demonstrate the commitment between the City and the School District to collaboratively plan for the future of the 35-acre Cubberley site.

Discussion

Request for Proposals

City and PAUSD staff together developed a scope of work with the goal of attracting consulting firms who are experienced in community engagement, master planning, and design thinking practices. The scope of work was presented to the City's Policy and Services Committee (PSC) on June 13, 2017. A motion passed unanimously to "recommend the City Council direct the Community Services Department to release a Request for Proposals for a Consulting Firm to assist the City of Palo Alto and Palo Alto Unified School District with master planning of the Cubberley Community Center, including a negotiated cost sharing agreement, and that the negotiation will not cause a delay to the RFP." Following the PSC discussion, PAUSD staff presented a slightly revised version of the scope of work to the PAUSD Board of Education where it also passed. The revisions included changes made by PAUSD with respect to their potential future needs for Cubberley. On September 11, 2017 the City Council approved "the release of a Request for Proposals for a Consulting Firm to Assist the City of Palo Alto and Palo Alto Unified School District with Master Planning of the Cubberley Community Center."

Request for Proposal (RFP) Number 170335 was released on November 7, 2017 with a proposal submittal deadline of December 4, 2017. An optional pre-proposal meeting was held on November 16, 2017 at the Cubberley Community Center and a pre-proposal teleconference was held on November 28, 2017. Both the meeting and teleconference were well attended by interested vendors. Two proposals were received with costs of \$534,300 and \$965,051. The low number of bidders can be attributed to a clause in the RFP that precludes the awarded vendor from bidding on future aspects of the project, such as engineering and design. Most architectural firms want to see a project through from concepts to completed design drawings.

Although there was a significant variation in bid costs, both firms were invited to present their proposal to the consultant review team, which consisted of both City and PAUSD staff. In part, this was done to determine if the consultants had the same understanding of the project and deliverables. The consultant review team evaluated and scored the written proposals and oral interviews. Concordia LLC received the highest scores based on their understanding and ability to complete the work as described, successful completion of similar projects such as the [Emeryville Center of Community Life](#), and their innovative and successful community engagement experience, which is based on extensive levels of partnership and collaboration with the community. Concordia will recruit and train "community fellows" who will become part of the team and will help guide the process, drive participation and ensure productive conversations.

Staff negotiated the contract and scope of work with Concordia, which was also reviewed by PAUSD staff (Attachment A). The scope was modified to remove the task of conducting California Environmental Quality Act (CEQA) environmental review in favor of having a separate contract with an environmental planning firm to ensure an independent CEQA review. Staff will issue a separate RFP for the CEQA review.

Cost Share Agreement

City and PAUSD staff have negotiated a cost share agreement for each party to share equally in project costs of up to \$665,972 (Attachment B). The PAUSD Board of Education will vote on the cost share agreement at their June 5, 2018 Board meeting. Since PAUSD will not be a party to the contract with Concordia, PAUSD will reimburse the City for 50 percent of the total project cost. For additional services and the future CEQA contract, PAUSD will reimburse the City when those costs are known.

Resource Impact

The total project cost is \$665,972, which includes the not-to-exceed contract amount of \$514,520, additional services of \$51,452 (ten percent), and CEQA review with an estimated cost of approximately \$100,000 (separate contract). The total project cost will be shared equally with PAUSD as outlined in the attached Cost Share Agreement (Attachment B). Since the cost share agreement between the City and PAUSD is a reimbursement based agreement, funds need to be added to the project budget to align it with the total project budget.

Capital Improvement Project CB-16001 (Cubberley Community Center Master Plan) has a FY 2018 budget amount of \$477,291. A budget amendment is required to transfer \$188,681 from the Cubberley Property Infrastructure Fund reserve to the project budget for a total project budget of \$665,972. After reimbursements from PAUSD, the maximum cost to the City will be \$332,986.

Not-to-exceed Contract Amount	\$514,520
10% Additional Services	\$51,452
CEQA Review	\$100,000
Total Project Cost	\$665,972
CIP CB-16001 FY2018 Budget	\$477,291
Budget Amendment Increase to CB-16001	\$188,681
Total CIP CB-16001 Budget	\$665,972
Budget Amendment Revenue Increase to C-16001 (PAUSD Share)	\$332,986
Total Cost to City	\$332,986*

*Includes expenditure of additional services.

While the contract amount is higher than the original cost estimate that was presented to PSC and Council, staff have reviewed Concordia’s scope of work in detail, negotiated the cost and are satisfied that the contract amount accurately reflects the work effort needed to successfully complete the master plan.

The PAUSD Board of Education will vote on the Cost Share Agreement at their June 5, 2018 Board meeting, including the increased project cost.

Environmental Review

Preparation of a master plan is considered a project under the California Environmental Quality Act (CEQA). A CEQA document will be completed for the master plan by an environmental planning consultant under separate contract with the City.

Attachments:

- Attachment A: C18170335 Concordia Cubberley Master Plan Contract
- Attachment B: City of Palo Alto/Palo Alto Unified School District Cost Share Agreement

**CITY OF PALO ALTO CONTRACT NO. C18170335
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND CONCORDIA, LLC.
FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 20th day of June, 2018, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and CONCORDIA, LLC., a Louisiana Limited Liability Company, authorized to do business in California, located at 2016 Oretha Castle Haley Boulevard, New Orleans, LA 70113 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. CITY and PALO ALTO UNIFIED SCHOOL DISTRICT, a California school district organized and existing under the Laws of the State of California (“DISTRICT”) desire to engage a CONSULTANT experienced in innovative, effective public engagement and design thinking processes to develop a master plan for the 35-acre Cubberley Community Center site that reflects the future educational, recreational, and community needs of the CITY and the DISTRICT.
- B. DISTRICT is funding one-half of the compensation that will be paid by CITY to CONSULTANT under this Agreement pursuant to a separate agreement between the CITY and DISTRICT. For ease of administration, DISTRICT is not a signatory to this Agreement. However, this Agreement is expressly made for the benefit of both CITY and DISTRICT and DISTRICT shall be a third party beneficiary under this agreement pursuant to California Civil Code section 1559. DISTRICT’S third party beneficiary agreement rights shall vest upon the effective date of this Agreement.
- C. CITY intends to engage CONSULTANT to proceed with the Cubberley Community Center Master Plan and Visioning (“Project”) with support and collaboration from the DISTRICT
- D. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- E. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

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

AGREEMENT

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

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through December 31, 2019 unless terminated earlier pursuant to Section 19 of this Agreement.

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

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Five Hundred Fourteen Thousand Five Hundred Twenty Dollars (\$514,520.00). CONSULTANT agrees to complete all Basic Services, which shall not exceed Four Hundred Sixty Seven Thousand Twenty Dollars (\$467,020.00), including reimbursable expenses, which shall not exceed an additional Forty Seven Thousand Five Hundred Dollars (\$47,500.00), within this amount. In the event Additional Services are authorized, which shall not exceed Fifty One Thousand Four Hundred Fifty Two Dollars (\$51,452.00), the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed Five Hundred Sixty Five Thousand Nine Hundred Seventy Two Dollars (\$565,972.00). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

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

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The

information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

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

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

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

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

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

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

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

SECTION 12. SUBCONTRACTING. Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

Jess Rimington
1930 Summit Place NE Washington, DC 20002
Kathleen Moore
221 Noe St., #1,
San Francisco, CA 94114

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

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

CITY's project manager is Kristen O'Kane, Chief Operation Officer, Community Services Department, Lucie Stern Community Center, 1305 Middlefield Road, Palo Alto, CA 94301. Telephone: (650) 463-4908. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY and DISTRICT without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY and DISTRICT, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY and DISTRICT. Neither CONSULTANT nor its contractors, if any, shall make any of such

materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

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

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY and DISTRICT, their Council and/or Board members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

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

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

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

SECTION 18. INSURANCE.

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

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT

retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY and DISTRICT as an additional insured under such policies as required above.

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

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

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

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

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

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager and DISTRICT immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to

CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY and DISTRICT.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of

CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

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

SECTION 20. NOTICES.

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

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

With a copy to the Purchasing Manager

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

SECTION 21. CONFLICT OF INTEREST.

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

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

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

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of

Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.

CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

(a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

(b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.

(c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of

the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

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

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

SECTION 27. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

27.10 All unchecked boxes do not apply to this Agreement.

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

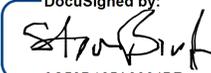
27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

CONTRACT No. C18170335 SIGNATURE PAGE

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

CITY OF PALO ALTO

CONSULTANT

DocuSigned by:

0C58D165A8064D7...
Name: Steven Bingler

Title: Principal – In-Charge

APPROVED AS TO FORM:

DocuSigned by:

E40CCA47658345F...
Name: Bobbie Hill

Title: Principal-In-Charge of Planning

Attachments:

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

**EXHIBIT “A”
SCOPE OF SERVICES**

CUBBERLEY COMMUNITY CENTER MASTER PLAN AND VISIONING

The Scope of Services will be completed in phases with the first phase commencing on the execution date of this Agreement. Authorization to proceed with the second phase will be provided in writing by CITY Project Manager upon successful completion of the first phase.

Goal

To collaboratively develop a community vision and master design plan for the Cubberley Community Center that is innovative, flexible and adaptable.

Purpose

The Cubberley Community Center is located on a 35-acre site in south Palo Alto that was previously home to Cubberley High School until 1979. Of the 35 acres, the Palo Alto Unified School District owns 27 acres and the City of Palo Alto owns eight acres. The City leases DISTRICT’s 27 acres and operates the community center facility including athletic fields and tennis courts on the combined 35 acre site. The current lease between the City and DISTRICT will expire in December 2019. In March 2016, Palo Alto’s City Manager and DISTRICT’s Superintendent signed the Cubberley Futures Compact demonstrating their “commitment to jointly and cooperatively work toward a vision for the future that has the maximum impact for the common good” of the Palo Alto community and future generations.

Both the City and DISTRICT have an interest in developing a plan for the 35 acre site to meet the future educational, recreational, and community needs of the City of Palo Alto and DISTRICT. We are committed to collaborating on the future use of the entire Cubberley site so opportunities for maximizing and sharing public space are included and the most benefit to the community is provided. The City has a broad vision for a community center that: 1) provides a multi-cultural learning environment; 2) supports the visual and performing arts; and 3) offers wellness opportunities (fitness, athletics, therapeutic programs) to support the social, emotional and physical health of people of all ages and abilities. The City is ready to define the function and form of a new center on its eight acres and the City has established a Cubberley Community Center Master Plan Capital Improvement Plan in the City of Palo Alto Fiscal Year 2017 Capital Budget (Project Number CB-16001).

For DISTRICT, the overriding consideration regarding Cubberley is the need to provide for potential future school enrollment growth. Potential DISTRICT employee housing, administrative facility needs and other extended educational needs are also a consideration. Current DISTRICT enrollment projections do not support the need for an additional school within the next 5-10 years. However, both the proposed Stanford GUP and the City of Palo Comp Plan carry with them the risk of enrollment growth and the requirement for additional school facilities. While there are two discreet property-owners (City and DISTRICT) within the 35 acres, the master planning process should recognize the benefit of planning the 35 acres collaboratively, while at the same time acknowledging the differing potential time horizons for City and DISTRICT development.

With the assistance of a consulting firm experienced in creative and effective public engagement design thinking processes, the City and DISTRICT will lead a collaborative group of staff from both organizations, as well as community stakeholders in a needs assessment and master planning process. The goal is to create an inclusive yet flexible process that can accommodate changing needs for the immediate and long term future of the site. The outcome will be a process that is inclusive, adaptable, and synergizes multiple uses while meeting our timeline and shared vision.

The City and the DISTRICT are seeking a design team that will partner with the community and build on the previous work of the Cubberley Community Advisory Committee to develop an effective and comprehensive master plan for the Cubberley Community Center site.

Background

A Cubberley Citizens Advisory Committee (CCAC), representing a cross-section of Cubberley tenants, city- wide neighborhoods, schools and city-wide representatives, and other relevant organizations, was formed in 2012 to cooperatively explore all practical joint uses of the Cubberley campus for both educational and community service needs. Four sub-committees were formed to focus on: 1) school needs; 2) community needs; 3) facilities; and 4) finance. Additionally, a Policy Advisory Committee consisting of City Council members and School District Board members was created. The result of the CAC process was the recommendation that the site be designed for shared City / School District use and for the City and the School District to work cooperatively toward a phased development to support both school and community needs.

The Master Plan and visioning process will consider the prior work of the Cubberley Citizens Advisory Committee (CCAC) including the Final Report of the CCAC that was completed in 2013. (http://www.cityofpaloalto.org/gov/agendas/cubberley_community_advisory_committee.asp)

PHASE ONE

TASK 1: DEVELOP WORKPLAN

Consultant will work with City and DISTRICT staff to finalize a detailed schedule of work including which tasks can be conducted in parallel, critical path tasks, key decision points and frequency of regular project team meetings/conference calls. Regular coordination calls with City and DISTRICT staff will be identified in the work plan. All existing information that will be provided by the City and DISTRICT will be identified in this task.

Meetings to Include:

- Meeting with City and DISTRICT staff to review draft scope and schedule (Teleconference)
- Regular bi-weekly coordination calls with City and DISTRICT staff

Deliverables:

- Draft scope and schedule
- Final scope and schedule
- Request for information letter

TASK 2: REVIEW FINAL REPORT OF THE CUBBERLEY COMMUNITY ADVISORY COMMITTEE

Consultant will conduct a review the 2013 Final Report of the Cubberley Community Advisory Committee and all supporting and background material, meeting notes, including subcommittee meeting notes, and identify relevant material that will inform the Cubberley Master Plan effort.

Meetings to Include:

- None

Deliverables:

- None

TASK 3: DEVELOP A STAKEHOLDER AND COMMUNITY ENGAGEMENT PLAN

Consultant will develop a stakeholder and community engagement plan that will guide community outreach during the Master Plan process, including timing of stakeholder and community participation, and number and format of workshops and community meetings. Consultant will recruit and train community fellows and table hosts who will support the community engagement process. Community fellows will conduct surveys and outreach activities to raise awareness about the community meetings and to gather information. Community fellows will also assist with meeting facilitation as table hosts. At the meetings, they will help guide group conversations and ensure that meetings are smooth and productive. The community fellows will be created through a public application process with final selection of the group by the City Manager and DISTRICT Superintendent or their designees.

Meetings to Include:

- None

Deliverables:

- Stakeholder and Community Engagement Plan
- Final list of community fellows

TASK 4: COMMUNITY ASSET EVALUATION AND NEEDS ASSESSMENT

Consultant will conduct an evaluation of the community's recreational, educational and cultural assets and a needs analysis to identify opportunities for Cubberley that address community preferences and fill existing gaps in services and programs, while maximizing public resources. Consultant will also identify opportunities and constraints to improving connectivity between Cubberley and nearby schools and businesses, while limiting the impact to adjacent neighborhoods. The evaluation will use existing information to be provided by DISTRICT and City (for example; existing uses of Cubberley Community Center, results of the City of Palo Alto's Parks, Trails, Open Space and Recreation Master Plan outreach efforts and Comprehensive Plan Update, DISTRICT enrollment data and future projections, the report of the DISTRICT Enrollment Management Advisory Committee, DISTRICT youth and extracurricular programs), as well as other relevant data identified by consultant (for example; projected local, regional and national trends in education and recreation). Consultant will identify where gaps exist and develop a plan to fill those gaps and obtain additional data on

needs and projections, if needed. Consultant will prepare a draft report and a final report that consolidates the findings and recommendations of this task.

Meetings to Include:

- Cubberley program providers and other stakeholder meetings (number to be determined in Workplan)
- Presentation of final asset evaluation and needs assessment report to project team (teleconference or local sub-consultant)
- Presentation to City/School Liaison Committee by local sub-consultant

Deliverables:

- Small group meetings (number to be determined in Workplan), surveys, and interviews with Cubberley program providers and other stakeholders
- Presentation to City/School Liaison Committee by local sub-consultant
- Draft memorandum summarizing findings of asset evaluation and needs assessment
- Final asset evaluation and needs assessment report and recommendations approved by City and DISTRICT

TASK 5: VISION, GOALS AND OPPORTUNITIES

Consultant will design and lead community meetings to develop the vision, goals, opportunities and guiding principles that will inform the direction and desired outcomes of the master planning effort. **Community Meeting 1** will cap the Asset Evaluation and Needs Assessment Process in Task 4 and transition to a programming brainstorm based on that information. Stakeholders and residents will review the data, add additional information, and identify opportunities for the site. Community members will add information and perspectives regarding existing assets and what that means for the future of Cubberley.

Meetings to Include:

- Community Meeting 1 activities, presentations, facilitation, summaries

Deliverables:

- Combined with Task 6 deliverables.

TASK 6: PROGRAM INTEGRATION AND DESIGN THINKING

Using creativity and innovative tools, the workshops will generate program concepts that will ultimately guide development of the Master Plan. Consultant will analyze the results from the community meeting to finalize the asset evaluation and synthesize participants' program ideas. Working with city and Cubberley staff, consultant will begin evaluating the opportunities community-members identified at Meeting 1. At **Community Meeting 2**, community members will build on opportunities related to current and future programs to form a vision for the future of the site. Residents at the meeting will consider programming options and give their input on what would have the greatest community impact. The output of Meeting 2 will inform the vision statement, goals, and program integration on the Cubberley site. After this meeting, consultant will follow-up with program providers and other stakeholders to further refine programming for the site.

Following the meeting, consultant will develop three or more conceptual program diagrams to serve as the basis for design in Phase 2.

Meetings to Include:

- Community Meeting 2 activities, presentations, facilitation, summaries
- Small group or one-on-one meetings with program providers and other stakeholders
- Presentation to the DISTRICT Board of Education and City Council on program concepts

Deliverables:

- Meeting agendas, presentations and summaries
- Summaries to include the vision statement and goals and summary of community input
- Final Asset Evaluation and Needs Assessment
- Three or more diagrammatic program concepts for the 35 acre site

PHASE TWO

TASK 7: DEVELOPMENT OF CONCEPTUAL DESIGNS

Consultant will work collaboratively with the City, DISTRICT, and community members to develop three to six conceptual designs for a future Cubberley facility layout detailing how the site will support the programming. The concepts will reflect the programming outcome of Phase 1. Each conceptual design will illustrate the arrangement of different program elements such as education, recreation, and wellness and multi-purpose, flexible spaces, and shared use spaces. These conceptual designs will include illustrative 3D design work communicating how the buildings would house the program and relate to one another and the surrounding area. This level of design will communicate the function, form, and major relationships between the site elements pursuant to the program. The scenarios will be presented to the community, commissions, City Council and DISTRICT Board of Education for review.

At **Community Meeting 3**, stakeholders and community members will evaluate draft program and design scenarios and weigh in on the pros and cons of each. After these meetings, consultant will create a preferred conceptual design that integrates the input from the workshops and meetings.

Meetings to Include:

- Community Meeting 3
- Project Team Meeting
- Parks and Recreation Commission
- City/School Liaison Committee
- City Council
- DISTRICT Board of Education

Deliverables:

- Three to six conceptual designs in electronic, print and display formats
- Presentation to Parks and Recreation Commission, City/School Liaison Committee, School Board and City Council on facility and program concepts by local sub-consultant
- Community Meeting 3: activities, presentations, facilitation, summaries

TASK 8: DRAFT CUBBERLEY MASTER PLAN REPORT

Consultant will develop a Draft Master Plan Report based on the preferred conceptual design from Task 7. The draft Master Plan will include phasing scenarios for maintaining, modifying, and reconstructing the site and facilities and include cost estimates for each phase. Potential funding scenarios will be included. The Draft Master Plan report will also address opportunities and constraints related to connectivity of Cubberley Community Center with nearby schools, neighborhoods and other community facilities.

Meetings to Include:

- City and DISTRICT Staff Project Team Meeting, including agenda, presentation and summary
- Parks and Recreation Commission
- City/School Liaison Committee
- DISTRICT Board of Education
- City Council

Deliverables:

- Staff project review meeting: agenda, presentation, and summary
- Presentation to Parks and Recreation Committee by local sub-consultant
- Presentation to City/School Liaison Committee by local sub-consultant
- Presentation to DISTRICT Board of Education by local sub-consultant
- Presentation to City Council by local sub-consultant
- Administrative Draft Master Plan Report Outline
- Administrative Draft Master Plan Report
- Public Draft Master Plan Report

TASK 9: COMMUNITY MASTER PLAN REVIEW MEETING

After completing the Public Draft Master Plan report in Task 8, consultant will design a community-wide review meeting (**Community Meeting 4**) to solicit feedback on the Draft Master Plan Report and the site's conceptual design. Residents will have the opportunity to give feedback and make final recommendations on the plan development.

Meetings to Include:

- Community Meeting 4

Deliverables

- Community Meeting 4: activities, presentations, facilitation, summaries

TASK 10: CITY AND DISTRICT COMMISSIONS, BOARDS AND COUNCIL STUDY

SESSIONS

Consultant will develop a presentation and walk-through of the Draft Master Plan Report and site design for the City's Parks and Recreation Commission, Architectural Review Board, Planning and Transportation Commission and Historical Review Board for input and feed-

back. Consultant will incorporate feedback received and prepare a presentation for City Council/DISTRICT Board of Education study session.

Meetings to Include:

- Parks and Recreation Commission Study Session
- Planning and Transportation Commission Study Session
- Architectural Review Board Study Session
- Historical Review Board Study Session
- City/School Liaison Meeting
- City Council and DISTRICT Board of Education Study Sessions (may be separate or combined into one meeting)

Deliverables

- Meeting staff reports, presentations and summaries

TASK 11: CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SUPPORT

Consultant will support the City's consultant who will conduct the CEQA review process. Specifically, this includes coordination and support for CEQA consultant, including requested design narrative, drawings, diagrams, and other design-related materials.

Meetings to Include:

- None

Deliverables:

- None

TASK 12: FINAL CUBBERLEY MASTER PLAN

Based on the combined input of City Boards, Commissions, City Council, District Board of Education and the community, consultant and the Staff Project Team will identify the necessary revisions and update the Draft Master Plan Report to reflect the input received. The site's conceptual design will be revised in parallel as part of this effort. This revised document will be finalized as the Revised Draft Cubberley Master Plan. This version of the document will be presented to the City's Commissions for their review and recommendations and to City Council for adoption.

Meetings to Include:

- Project Team Meeting
- Parks and Recreation Commission Study Session
- Parks and Recreation Commission Meeting
- Joint City Council/DISTRICT Board of Education Meeting
- City Council Meeting
- DISTRICT Board of Education Meeting
- Additional City Commission or DISTRICT meetings if needed

Deliverables:

- Project Team meeting agenda, presentation and summary
- Attendance, activities, presentations, facilitation and summaries at the following meetings:
- Project Team Meeting (teleconference)
- Parks and Recreation Commission Study Session*
- Parks and Recreation Commission Meeting*
- City Council Meeting*
- Additional City Commission meetings as needed*
- DISTRICT Board of Education Meeting*
- Joint City Council/DISTRICT Board of Education Meeting*
- Administrative draft Cubberley Master Plan
- Final Adopted Cubberley Master Plan

* To be presented by local sub-consultant

Additional Services:

Additional Services for the Cubberley Master Plan may include: additional community meetings; commission, council, board, or other public meetings; any further work outside the work detailed in the project scope that is necessary to complete the project.

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the date of execution of the Agreement to December 31, 2019. CONSULTANT shall provide a work plan of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed. The schedule of work shall include an estimated budget for each task (and any others not identified below), including estimated work hours for each person working on that task and their billable rate. The CITY’s City Manager (or his designee(s)) shall approve the schedule of work, at which time it will become integrated into this contract.

MILESTONES

Phase One

TASK 1: Develop Work Plan

TASK 2: Review Final Report of the Cubberley Community Advisory Committee

TASK 3: Develop a Stakeholder and Community Engagement Plan

TASK 4: Community Asset Evaluation/Needs Assessment

TASK 5: Visioning Workshop

TASK 6: Design Thinking Workshops

Phase Two (Consultant shall proceed with Phase Two upon written authorization from the CITY’s Project Manager and successful completion of Phase One).

TASK 7: Development of Conceptual Designs

TASK 8: Draft Cubberley Master Plan Report and Schematics

TASK 9: Community Master Plan Review Meeting

TASK 10: City and PAUSD Commissions, Boards and Council Study Sessions

TASK 11: California Environmental Quality Act (CEQA) Review

TASK 12: Final Cubberley Master Plan

**EXHIBIT “C”
COMPENSATION**

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

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE AMOUNT	NOT TO EXCEED
Task 1 (Develop Work Plan)	\$10,630.00
Task 2 (Review Final Report of the Cubberley Community Advisory Committee)	\$9,500.00
Task 3 (Develop a Stakeholder and Community Engagement Plan)	\$5,090.00
Task 3.1 (Initial Outreach and Stakeholder Engagement)	\$21,540.00
Task 4 (Community Asset Evaluation/Needs Assessment)	\$36,350.00
Task 5 (Vision, Goals, & Opportunities)	\$32,150.00
Task 6 (Program Integration & Design Thinking)	\$53,540.00
Task 7 (Development of Conceptual Designs)	\$54,220.00
Task 8 (Draft Cubberley Master Plan Report and Schematics)	\$42,920.00

Task 9 (Community Master Plan Review Meeting)	\$29,680.00
Task 10 (City and DISTRICT Commissions, Boards and Council Study Sessions)	\$23,240.00
Task 11 (California Environmental Quality Act (CEQA) Review)	\$16,380.00
Task 12 (Final Cubberley Master Plan)	\$32,060.00
Task 13 (Parking and traffic analysis)	\$20,000.00
Task 14 (Stanford GPC Fellows Trainer)	\$9,720.00
Task 15 (Cost Estimate)	\$20,000.00
Task 16 (Utility and Topo Survey)	\$24,500.00
Task 16 (Energy Modeling)	\$25,000.00
Sub-total Basic Services	\$467,020.00
Reimbursable Expenses	\$47,500.00
Total Basic Services and Reimbursable expenses	\$514,520.00
Additional Services	\$51,452.00
Maximum Total Compensation	\$565,972.00

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall

reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel, including transportation and meals, will be reimbursed at actual cost.

B. Printing & Materials

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$3000.00 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

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

EXHIBIT "C-1"
SCHEDULE OF RATES

Labor Categories	Hourly Rate
Principal in charge	\$ 275.00
Principal - Planning	\$ 200.00
Senior Staff	\$ 165.00
Project Planner	\$ 110.00
Designer 3	\$ 95.00
Designer 2	\$ 85.00
Designer 1	\$ 65.00

EXHIBIT “D” INSURANCE REQUIREMENTS

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

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

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

I. INSURANCE COVERAGE MUST INCLUDE:

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

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

FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR

CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

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

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

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

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

OR

<HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANETBIDSHOWTO.ASP>

Certificate Of Completion

Envelope Id: AF2D84B780514B58877B9AC2298CC566	Status: Completed
Subject: Please DocuSign: Concordia City of Palo Alto Agreement C18170335 5-31.pdf	
Source Envelope:	
Document Pages: 26	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

Record Tracking

Status: Original	Holder: Christopher Anastole	Location: DocuSign
5/31/2018 3:45:06 PM	chris.anastole@cityofpaloalto.org	

Signer Events

Steven Bingler
sbingler@concordia.com
CEO

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bobbie Hill
bhill@concordia.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

DocuSigned by:

OC58D165A8064D7...

Using IP Address: 62.97.244.78
Signed using mobile

DocuSigned by:

E40CCA47658345F...

Using IP Address: 98.172.52.174

Timestamp

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Viewed: 6/4/2018 8:15:27 AM
Signed: 6/4/2018 8:17:47 AM

Sent: 6/4/2018 8:17:48 AM
Viewed: 6/4/2018 9:58:40 AM
Signed: 6/4/2018 9:59:14 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kristen O'Kane
Kristen.O'Kane@CityofPaloAlto.org
Assistant Director

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 6/4/2018 9:59:14 AM
Viewed: 6/4/2018 10:27:21 AM

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2018 9:59:14 AM
Certified Delivered	Security Checked	6/4/2018 9:59:14 AM
Signing Complete	Security Checked	6/4/2018 9:59:14 AM
Completed	Security Checked	6/4/2018 9:59:14 AM

Payment Events	Status	Timestamps
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Mutual Cooperation and Cost Share Agreement

Between the CITY OF PALO ALTO and the PALO ALTO UNIFIED SCHOOL DISTRICT

Related to Cubberley Community Center Master Plan Consultants

This Mutual Cooperation and Cost Share Agreement (the "**Agreement**") is entered into as of June 20, 2018 (the "**Effective Date**"), by and between the CITY OF PALO ALTO, a California chartered municipal corporation (the "**CITY**") and PALO ALTO UNIFIED SCHOOL DISTRICT, a California unified school district organized and existing under the Laws of the State of California (the "DISTRICT") (each, a "**Party**," and collectively, the "**Parties**"), in reference to the following facts and circumstances:

RECITALS

- A. The Cubberley Community Center is located on a 35-acre site in south Palo Alto, of which the DISTRICT owns 27 acres and the CITY owns 8 acres.
- B. The CITY leases the DISTRICT'S 27 acres and operates the community center facility, athletic fields and tennis courts on the combined 35 acre site.
- C. The current lease between the CITY and the DISTRICT will expire on December 31, 2019.
- D. Both the CITY and the DISTRICT share a mutual interest in developing a plan for the 35 acre site to meet the future educational, recreational, and community needs of the CITY and the DISTRICT.
- E. In March 2016, Palo Alto's City Manager and the DISTRICT'S Superintendent signed the Cubberley Futures Compact demonstrating their "commitment to jointly and cooperatively work toward a vision for the future that has the maximum impact for the common good" of the Palo Alto community and future generations.
- F. CITY and DISTRICT have agreed to hire a consultant, Concordia LLC ("CONSULTANT") experienced in creative, effective public engagement and design thinking processes with the goal of creating an inclusive yet flexible process that can accommodate changing needs for the immediate and long term future of Cubberley Community Center, and are interested in a joint funding arrangement to share the costs of CONSULTANT. CONSULTANT's scope of work shall be limited to the services as set forth in a separate agreement between CITY and CONSULTANT.

- G. CITY and DISTRICT shall work in collaboration with regard to direction of CONSULTANT and services provided by CONSULTANT. However, for ease of administration of CONSULTANT, CITY shall be the party to the Professional Services Agreement with CONSULTANT (City of Palo Alto Professional Services Agreement No. C18170335) (“Consultant Agreement”). CITY shall not provide direction to CONSULTANT which varies from or is different than CONSULTANT’s scope of work as set forth in the separate agreement between CITY and CONSULTANT without express consent from DISTRICT.
- H. While DISTRICT will not be a party to the Consultant Agreement, DISTRICT shall expressly be a third party beneficiary to the Consultant Agreement pursuant to California Civil Code section 1559. DISTRICT’S third party beneficiary rights in relation to the Consultant Agreement shall vest upon the effective date of the Consultant Agreement.
- I. CITY and DISTRICT have mutually agreed on a scope of work for CONSULTANT with a not to exceed budget amount of \$514,520 plus a ten percent (10%) contingency amount for additional services. The total CONSULTANT cost shall not exceed \$565,972.
- J. The collaboration is supported through the remittance of \$257,260 from the DISTRICT to the CITY, which is equal to one-half of the not-to-exceed amount of the Consultant Agreement of \$514,520. The DISTRICT shall also remit to the CITY an additional amount of \$25,726, which is equal to one-half of the maximum contingency allowance.
- K. Subject to a written amendment to this Agreement or a separate agreement, CITY and DISTRICT agree to equally share in the cost of a separate consultant (“CEQA Consultant”), other than CONSULTANT, and enter into an agreement with CEQA Consultant to complete environmental review of the Cubberley Community Center Master Plan in accordance with the California Environmental Quality Act (CEQA). The total cost of CEQA Consultant shall be no greater than \$100,000. CITY and DISTRICT shall agree on CEQA Consultant.
- L. Collaboration is also supported through CITY and DISTRICT staff involvement and participation in the master plan and visioning process.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals above, which are made a substantive part of this Agreement, and the following mutual agreement, covenants, terms and conditions, the Parties agree:

SECTION 1. TERM AND TERMINATION

- 1.1 The term of this Agreement (“Term”) commences as of the Effective Date of this Agreement and it shall terminate on March 31, 2020.
- 1.2 A Party may suspend or terminate this Agreement, with or without cause, by giving thirty (30) days' prior written notice to the other Party.
- 1.3 In the event of termination of this Agreement by either Party, any portion of the funds remitted to CITY by DISTRICT hereunder, to the extent not otherwise due and owing to CONSULTANT, shall be returned by CITY to DISTRICT within thirty (30) days of termination of this Agreement

SECTION 2. PURPOSE OF AGREEMENT

- 2.1 The Parties have entered into this Agreement in order to share costs and staff resources on a master plan and vision for the combined 35-acre Cubberley Community Center site.

SECTION 3. RESPONSIBILITIES OF DISTRICT

- 3.1 The DISTRICT will remit \$282,986 within 30 days of approval of the Consultant Agreement by the Palo Alto City Council and Palo Alto Unified School District Board of Education. The remittance of \$282,986 shall be in satisfaction of one-half of the not-to-exceed amount of the Consultant Agreement with CONSULTANT including one-half of the maximum contingency allowance if additional services are authorized pursuant to the Consultant Agreement.
- 3.2 Additional services subject to the contingency amount shall be approved in writing by the DISTRICT and CITY prior to CITY authorizing consultant to perform the additional services. The cost of additional services to the DISTRICT shall not exceed \$25,726.
- 3.3 The DISTRICT will provide staff support for the entirety of the master planning process. Staff support includes, but is not limited to:
 - 3.3.1 Assign DISTRICT staff to represent both the facility and educational needs of the DISTRICT.
 - 3.3.2 Provide DISTRICT representation at all visioning workshops, stakeholder meetings and community meetings.
 - 3.3.3 Review all CONSULTANT deliverables by due date so as not to impact the overall project schedule.

3.3.4 Any other Task in the Consultant Agreement that includes DISTRICT participation.

3.4 The DISTRICT's Board of Education will represent the DISTRICT for all purposes under this Agreement. The DISTRICT'S Capital Bond Manager shall supervise the progress and execution of this Agreement.

3.5 The DISTRICT will not assign additional tasks to CONSULTANT beyond the scope of the Consultant Agreement.

SECTION 4. RESPONSIBILITIES OF CITY

4.1 The CITY will negotiate a professional services agreement with CONSULTANT in an amount not to exceed \$565,972 and recommend City Council approval of the Consultant Agreement.

4.2 The CITY will fund one-half of the cost of the Consultant Agreement.

4.3 In the event CONSULTANT's services total less than \$514,520, CITY shall reimburse DISTRICT its one-half (1/2) share of the unused portion of said amount within thirty (30) days of final payment to CONSULTANT. In the event CONSULTANT's additional work subject to the contingency amount is less than \$51,452, CITY shall reimburse DISTRICT its one-half (1/2) share of the unused portion of said amount within thirty (30) days of final payment to CONSULTANT.

4.4 The CITY will review invoices and submit for payment within time designated in Consultant Agreement.

4.5 The CITY will provide staff support for the entirety of the master planning process. Staff support includes, but is not limited to:

4.5.1 Assign a Project Manager who will be the lead on contract administration, tracking budget and schedule, primary liaison with CONSULTANT and have overall responsibility for the project's success.

4.5.2 Assign CITY staff who represent the facilities, recreation, visual and performing arts, and other needs of the CITY.

4.5.3 Provide CITY representation at all visioning workshops, stakeholder meetings and community meetings.

4.5.4 Review all CONSULTANT deliverables by due date so as not to impact the overall project schedule.

4.5.6 Any other Task in the Consultant Agreement that includes CITY participation.

- 4.6 The CITY will not assign additional tasks to CONSULTANT outside the scope of the Agreement.
- 4.7 The CITY will not revise or amend the Consultant Agreement without prior written approval from the DISTRICT.
- 4.8 The CITY will not approve additional services to be paid with contingency funds without prior written approval from the DISTRICT. The CITY will fund one-half the cost of additional services.
- 4.9 The CITY will negotiate a professional services agreement with a separate consultant for CEQA review of the Cubberley Community Center Master Plan, for a cost not to exceed \$100,000 unless otherwise agreed to by the Parties. The CITY will fund one-half of the cost of the CEQA contract and the DISTRICT will fund one-half.
- 4.10 Upon CONSULTANT's filing with CITY of a certificate evidencing insurance under the Consultant Agreement that names both CITY and DISTRICT as additional insureds, City shall promptly provide DISTRICT with a copy of such certificate.

SECTION 5. ASSIGNMENT

- 5.1 Each Party will give personal attention to the faithful performance of this Agreement and shall not assign, transfer, convey, or otherwise dispose of this Agreement or any right, title or interest in or to the same or any part thereof without the prior written consent of the other Party, and then only subject to such terms and conditions as the other Party may require. The consent to one assignment shall not be deemed to be the consent to any subsequent assignments. Any assignment without such approval shall be void and, at the option of the other Party, shall terminate this Agreement and any license or privilege granted herein. This Agreement and any interest herein shall not be assignable by operation of law without the prior written consent of the other Party.

SECTION 6. NOTICES

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

To CITY:
Office of the City Clerk
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301

To DISTRICT:
Superintendent
Palo Alto Unified School District
25 Churchill Avenue
Palo Alto, CA 94306

Copy to:
Director
Community Services Department
1305 Middlefield Road
Palo Alto, CA 94301

Copy to:
Capital Bonds Manager
Palo Alto Unified School District
25 Churchill Avenue
Palo Alto, CA 94306

SECTION 7. INDEMNITY

- 7.1 Each party will indemnify, defend and hold harmless the other party, and its respective Board/Council, employees and agents from and against any and all third party loss, liability, expense (including reasonable attorneys' fees) or claims for injury or other damages (collectively "Claims") arising out of the indemnifying party's performance of this Agreement, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.
- 7.2 In the event of concurrent negligence of the parties, or the parties' respective Board/Council, employees or agents, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the indemnifying party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties to this Agreement.
- 7.3 The parties intend and agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of the performance of this Agreement. Such cooperation may include joint investigation, defense and disposition of claims. The parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. Each party may conduct its own investigation and engage its own counsel as each party deems necessary. Each party shall bear the cost of its own attorney, except as provided in Section 8.4.
- 7.4 The provisions of this Section shall survive the termination or expiration of this Agreement.

SECTION 8. MISCELLANEOUS PROVISIONS

- 8.1 The CITY and DISTRICT will comply with all applicable federal, California and local laws, ordinances and directives insofar as those pertain to the CITY and DISTRICT'S performance under this Agreement.

- 8.2 The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.
- 8.3 The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law.
- 8.4 The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.
- 8.5 The CITY and DISTRICT shall not, in the performance of this Agreement, discriminate in the employment of any person on the basis of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person.
- 8.6 This document represents the entire and integrated agreement between the CITY and the DISTRICT and it supersedes all prior negotiations, representations, and agreements, either written or oral associated with this project. This document may be amended only by written instrument, signed by the Parties.
- 8.7 This Agreement is governed by the laws of the State of California.
- 8.8 The CITY and DISTRICT each represent and warrant that their own respective organization is duly organized, validly existing in good standing under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

APPROVED AS TO FORM:

CITY OF PALO ALTO

Deputy City Attorney

Deputy City Manager

APPROVED:

**PALO ALTO UNIFIED
SCHOOL DISTRICT**

Director of Administrative
Services

By: _____

Name: _____

Title: _____

Taxpayer Identification No.

94-2168440