



# City of Palo Alto

## City Council Staff Report

(ID # 9573)

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**Report Type: Consent Calendar**

**Meeting Date: 10/1/2018**

**Summary Title: Approval of Contract for Artwork at the Junior Museum and Zoo and Acceptance of Payment from the Fri**

**Title: Approval of a Contract With Charles Sowers Studio, LLC in the Not-to-Exceed Amount of \$175,000 for the Fabrication and Delivery of Artwork Associated With the Junior Museum and Zoo; Acceptance of Fund Contributions From the Friends of JMZ; and Approval of a Budget Amendment in the Art in Public Places Capital Project (AC-86017) in the Capital Improvement Fund**

**From: City Manager**

**Lead Department: Community Services**

### **Recommendation**

**Staff recommends that Council:**

- A. Approve a contract not to exceed \$175,000 with artist Charles Sowers Studio, LLC for the fabrication and delivery of artwork associated with the Junior Museum and Zoo project (Attachment A);
- B. Accept the funding contribution in the amount of \$175,000 from the Friends of the Junior Museum and Zoo; and
- C. Amend the Fiscal Year 2019 Budget Appropriation Ordinance for the Capital Improvement Fund budget by:
  - a. Increasing the revenue estimate for donations/contributions by \$175,000; and
  - b. Increasing the Art in Public Spaces capital project (AC-86017) appropriation by \$175,000.

### **Executive Summary**

The Junior Museum and Zoo project is subject to Municipal Code Section 2.26.070 Public Art for Municipal Projects, requiring that one percent of the qualifying

Capital Improvement Project (CIP) budget is devoted to public art. Additionally, the City adopted an ordinance in 2013 to add chapter 16.61 to the Municipal Code, requiring one percent of qualifying private development projects to either commission art on site or pay the equivalent in-lieu contribution to the Public Art Fund. During negotiations of the Facilities Agreement between the City and the Friends of the Junior Museum and Zoo, the final construction amount and art budget amount were still under review. The City and the Friends settled on an amount of \$175,000 for the art budget in consideration for the City's contribution towards paying half of the Fixtures, Furnishings, and Equipment, which is approximately \$200,000. Staff report 8851 can be found here: (<https://www.cityofpaloalto.org/civicax/filebank/documents/63049>)

## **Background**

As the Bay Area's premier children's science center and zoo, the Palo Alto Junior Museum & Zoo (JMZ) is a place where children, ages 0-9 years old, and families explore, wonder, and make discoveries about the natural world. JMZ's mission is to engage a child's curiosity for science and nature. A new facility is under construction to "right size" the Junior Museum and Zoo to better serve their audience.

The new JMZ construction project demolished the previous 9,000 square foot (SF) Junior Museum and 13,000 SF Zoo. The new design for the JMZ includes constructing a new museum and education building, outdoor zoo with netted enclosures, and perimeter site improvements on the site of the original facilities. The proposed museum and zoo project scope has been developed in coordination with the Public Works Department on the Long Range Plan for Rinconada Park, the surrounding park area, parking lot, and adjacent public facilities, which includes the JMZ site. To reduce costs, the design for the new JMZ was revised from a two-story building to a single-story building in response to the escalation of costs over the last three years. The result has been a decrease in size of 4,422 SF. The updated overall project square footage includes:

- Museum/Education Building: 15,150 SF
- Zoo and Outdoor Animal Management Area (Back of House): 17,182 SF
  - Loose in the Zoo: 14,150 SF
  - Outdoor Animal Management (Back of House): 3,032 SF

In 2013, the Friends of the Junior Museum and Zoo (Friends) generously committed to raising \$25 million for the proposed JMZ replacement project. In February 2017, the Friends achieved their \$25 million dollar fundraising goal. The City extends recognition and appreciation to the Friends, and to the Peery Family, who pledged \$15 million of the \$25 million.

On December 4, 2017, Council unanimously approved the planned design of the new JMZ, as well as the Mitigated Negative Declaration and Park Improvement Ordinance. Staff report 8613 can be found here:

<https://www.cityofpaloalto.org/civicax/filebank/documents/62293>.

On February 5, 2018, Council approved the facilities agreement including Site Lease and Agreement regarding Use Restriction. Staff report 8851 can be found here: <https://www.cityofpaloalto.org/civicax/filebank/documents/63049>

### **The Art Selection Process:**

There were multiple opportunities called out in the Request for Qualifications for an artist to integrate into the project. Among the spaces identified for the integration of art were: the Entry Plaza area; the 450 foot wall facing Rinconada Park; the Tunnel from Middlefield Road to the entry plaza; and the building façade of the ticketing area. The goals for the artwork include:

- Support the mission of the JMZ programming
- Engage the public (families and children)
- Accessibility

An open call to artists launched in December 2016, yielding over 250 applications. Of the 181 qualifying artists, staff conducted three pre-panels that narrowed the list to the final 20 artists to be considered by the selection panel.

The selection panel was made up of:

1. Steven Huss – Public Art Manager, City of Walnut Creek

2. Shelly Willis – Former Executive Director, Sacramento Metropolitan Arts Commission
3. Sarah Vaccaro – CAW Architects
4. Loren Gordon – Commissioner, Public Art Commission
5. Lauren Angelo – Community Member, Friends of JMZ Board Member
6. Tina Keegan – Director of Exhibitions, Junior Museum and Zoo
7. Rhyena Halpern – Director, Arts & Sciences Division / Assistant Director, Community Services Department

The selection panel chose four artists and artist teams to give presentations about their previous work and design development process to the panel April 27, 2017. Panelists were asked to score the artists in three categories: 1- Strength of previous work in similar environments; 2- Suitability to the Junior Museum and Zoo; 3- Durability of Materials; and 4- High degree of audience engagement. After the interviews, the panelists scored the artists, and Charles Sowers was the highest ranked artist.

## **Discussion**

Sowers was approved by the Public Art Commission as the project artist on May 18, 2017 and entered into a \$10,000 design contract funded by the Art in Public Places capital project (AC-86017). He met with the design team, toured the JMZ facility, held a public information meeting at the JMZ, and explored various concepts for the site. The feedback from the design team was that the artist should primarily focus on the entry to the building or the approach from Middlefield Rd. to draw visitors to the site. On October 20, 2017, Sowers met with the design team and key stakeholders to discuss three potential concepts to develop for the Junior Museum and Zoo project. The team agreed that his “pendulum swings” concept was the most compelling and aligned with the JMZ’s programming as well as drawing curious visitors to the facility. The design team and stakeholders felt strongly that this concept met and exceeded the goals set for the public art element. The Public Art Commission reviewed the concept and unanimously approved the pendulum artwork on November 16, 2017. The artist then developed that concept further, coordinating logistics of integrating artwork with the building in cooperation with the architect and project engineer.

## **Timeline**

Construction of the new JMZ facility is underway and is expected to open in May 2020. To ensure the interactive art installation will be in place by the opening date, construction and installation of the “pendulum swings” must occur by September 2019. The artist needs funding to create a full-scale prototype for testing before beginning full fabrication.

## **Resource Impact**

A \$10,000 design development contract with Charles Sowers Studio, LLC was previously funded by the Art in Public Places capital project (AC-86017). The Friends of the Junior Museum and Zoo, in accordance with the Facilities Agreement, agreed to pay \$175,000 for the art budget. This funding is being recognized and appropriated as part of this memorandum.

## **Policy Implications**

As per the newly adopted Comprehensive Plan, specific policies relevant to this project are:

Policy L-8.5 Recognize public art and cultural facilities as a community benefit. Encourage the development of new and the enhancement of existing public and private art and cultural facilities throughout Palo Alto. Ensure that such projects are compatible with the character and identity of the surrounding neighborhood.

Policy C-1.16 Provide arts, science and recreational activities that foster healthy children, youth and teen development.

Policy C-4.5 Expand the space available in the community for art exhibits, classes and other cultural activities, studios and galleries and other activities made possible by technical innovation, while maintaining and enhancing natural areas.

Policy C-1.4 Promote City parks, open spaces, recreational facilities, libraries, classes and cultural activities for community members recognizing that these facilities and services build and strengthen community.

**Attachments:**

- ATTACHMENT A: Contract with Charles Sowers Studio, LLC

**CITY OF PALO ALTO CONTRACT NO: C19173445**

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND ARTIST CHARLES SOWERS STUDIOS, LLC FOR PROFESSIONAL SERVICES (FABRICATION AND INSTALLATION OF ARTWORK)**

This Agreement is entered into on this 14th of May, 2018, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and Charles Sowers Studios, LLC, located at 732 Montecillo Rd., San Rafael, CA 94903 ("ARTIST").

**RECITALS**

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to place and provide an original artwork integrated into the site of the new Junior Museum and Zoo, located at 1451 Middlefield Road in Palo Alto, CA (“Art Work”) and desires to engage an ARTIST to fabricate and install onsite the Art Work (the “Services”).
- B. ARTIST has represented that he has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Art Work and Services.
- C. ARTIST was selected by a panel of art professionals and stakeholders from a pool of applicants, as the most qualified to design and fabricate the Art Work.
- D. The source of funds for the Art Work and Services derives from funds made available from the City of Palo Alto’s CIP funds identified through the Municipal Percent for Art Ordinance #5301.
- E. CITY in reliance on these representations desires to engage ARTIST to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.
- F. The Art Work is considered a permanent installation. “Permanent Installation” means a work of art in a public place intended to remain or remaining for one year or more after its completion by ARTIST and has an expected lifespan for 20 years, provided, however, CITY may remove the Art Work in a accordance with CITY’s De-Accessioning Policy or as described in Section 16 of this Agreement. Should any damage or impairment occur, CITY will attempt to contact ARTIST before taking further action.
- G. CITY, through City’s Public Art Program will accession the Art Work into the City’s Collection of Public Art and own all right, title and interest in the Art Work.

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

## **AGREEMENT**

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

**SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through December 30, 2020 unless terminated earlier pursuant to Section 23 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. ARTIST 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 ARTIST in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the ARTIST. 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 ARTIST.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to ARTIST for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed One Hundred and Fifty Seven Thousand Dollars and Five Hundred (\$157,500.00). The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION", which is attached to and made a part of this Agreement.

In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall come out of contingency fund and not exceed 10% (\$17,500). 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.

The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION SCHEDULE", which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". ARTIST 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 Art Work, but which is not included within the Scope of Services, described in Exhibit "A".

ARTIST agrees that in consideration of the compensation paid under this Agreement, CITY has the option to commission ARTIST to fabricate and install a work of art consistent with the Artwork Design ("Services") per PSA #S17167129. ARTIST acknowledges that CITY desires that conceptual design and content for the Art Work to be unique. ARTIST agrees to not duplicate the Art Work without the express written consent of CITY.

**SECTION 5. INVOICES.** In order to request payment, ARTIST shall submit invoices to the CITY describing the services performed and the applicable charges (including an identification

of personnel who performed the services and reimbursable expenses), based upon the ARTIST's payment schedule (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in ARTIST's payment requests shall be subject to verification by CITY. ARTIST 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 ARTIST or under ARTIST's supervision. ARTIST 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. ARTIST represents that it, its employees and subcontractors, 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 ARTIST 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.** ARTIST 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 performance of the Services or those engaged to perform Services under this Agreement. ARTIST 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.** ARTIST shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to ARTIST. If ARTIST has prepared plans and specifications or other design documents to construct and install the Art Work, ARTIST shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction and installation of the Art Work. This obligation shall survive termination of the Agreement.

**SECTION 9.** *Left blank by agreement of the parties.*

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

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of ARTIST are material considerations for this Agreement. ARTIST shall not assign or transfer any interest in this Agreement nor the performance of any of ARTIST'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**

ARTIST shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

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

**SECTION 13. PROJECT MANAGEMENT.** ARTIST will serve as the project manager with supervisory responsibility for the performance, progress, and execution of the Services. If circumstances cause the substitution of key personnel for any reason, the appointment of substitute personnel will be subject to the prior written approval of the CITY's project manager. ARTIST, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City's Project Manager is Elise DeMarzo, Public Art Program Director, Division of Arts & Sciences, Community Services Department, 1313 Newell Road, Palo Alto, CA 94303, phone: 650-617-3517. The CITY may designate an alternate project manager from time to time.

**SECTION 14. PROPERTY RIGHTS IN ART WORK; VARA WAIVER.**

14.1. CITY commissions ARTIST to design a work of art (the "Art Work") to be displayed at a location in Palo Alto, as determined by CITY, acting in its sole discretion. Subject to the rights granted by ARTIST to CITY, as described below, and in consideration of the substantial compensation that CITY will pay to ARTIST for the Art Work, CITY acquires all right, title an interest in the Art Work, and ARTIST retains all copyrights in the Art Work that ARTIST will deliver to CITY under this Agreement.

14.2. ARTIST grants to CITY a non-exclusive, royalty-free, irrevocable license to do the following with respect to the Art Work, in whatever media, including, without limitation, digital and electronic media, that now or hereafter are known: (A) use and display the Art Work; (B) make and distribute, and authorize the making and distribution of, two-dimensional images and reproductions of the Art Work; (C) use any images and reproductions for City-related purposes, including, without limitation, advertising-, branding-, education-, information-, promotion- and publicity-related materials; and (D) sublicense the rights granted herein to third parties to fulfill the public art purposes of the City's commissioning of the Art Work.

14.3. With respect to the Art Work, ARTIST waives any and all claims, arising at any time against CITY, its elected and appointed officials, officers, employees, agents and representatives, that may be grounded in any federal law, including, without limitation, the Visual Artists Rights Act (17 U.S.C. §106A). California law, including, without limitation, the California Art Preservation Act (Cal. Civil Code §987 *et seq.*), or local law that may relate to the moral rights of ARTIST or protection of the integrity of the Art Work.

**SECTION 15. ARTIST'S WARRANTY**

ARTIST represents and warrants that:

15.1. Prior to transfer of title of the Art Work to the City, ARTIST is the sole and absolute owner

of the Art Work, the copyrights pertaining to the Art Work, and all the rights associated or relating to it.

15.2. ARTIST has not previously sold, assigned, licensed, granted, encumbered, or utilized the Art Work or any element thereof, in any manner which may affect or impair the rights granted pursuant to this Agreement including without limited to, inhibiting the CITY's ability to show the work, reproduce the Art Work as defined in Section 22, or maintain/conservate the work into the future.

15.3. All Art Work created by ARTIST under this Agreement, whether created by ARTIST alone or in collaboration with others, is wholly original and does not infringe upon or violate the rights of any third party.

15.4. ARTIST has the full power to enter into and perform this Agreement and to grant the rights contained in this Agreement.

15.5. ARTIST warrants that the Art Work is the result of the artistic efforts of ARTIST and that it will be delivered full and clear of any liens, claims and encumbrances of any type.

15.6. These representations and warranties shall survive the termination or other extinction of this Agreement.

#### **SECTION 16. FUTURE MODIFICATION OR RELOCATION.**

16.1. CITY has the right to remove the Art Work from the Site at any time. In addition, in the event that any element of the Art Work constitutes a public safety hazard, CITY has the right to remove the element posing the public safety hazard.

16.2. Except to the extent permitted by Section 16.1, CITY agrees not to intentionally modify the Art Work without first obtaining ARTIST's written consent.

16.3. CITY shall have the right to donate or sell the Art Work at any time. Before exercising this right, CITY, by written notice to ARTIST at ARTIST's last known address, agrees to give ARTIST the opportunity to purchase the Art Work for the greater of the price paid by CITY or the amount of any offer which CITY has received for the purchase of the Art Work, plus all costs associated with the removal of the Art Work from the Site, clean-up of the Site and delivery to ARTIST. ARTIST shall have thirty (30) days from the date of CITY's notice to exercise the option to purchase the Art Work.

16.4. Without limiting CITY's rights under Section 16, it is CITY's practice to notify and consult with ARTIST before intentionally moving, relocating or removing the Art Work. If, after the initial discussion, ARTIST and CITY do not reach a mutually agreeable decision regarding relocation or modification of an Art Work, or do not agree upon compensation to ARTIST for providing ARTIST's input on proposed relocation or modification, CITY may take such actions as CITY deems necessary in the management of its Art Work, and no further agreement or compensation is due to ARTIST.

#### **SECTION 17. MAINTENANCE**

##### **17.1. MAINTENANCE, REPAIRS AND RESTORATION**

As a condition of and prior to final acceptance of the Work, ARTIST shall supply CITY with written maintenance instructions. During ARTIST's lifetime, ARTIST shall supply, at no charge, advice as to problems arising in relation to maintenance of the Work. CITY shall have the right to determine, after consultation with ARTIST and a professional conservator, when and if repairs and restorations to the Art Work will be made. It is the policy of CITY to consult with ARTIST regarding repairs and restoration which are undertaken during ARTIST's lifetime when that is practicable. CITY shall make every reasonable effort to consult with ARTIST and a professional conservator in all matters concerning repairs and restoration of the work. In the event that CITY makes repairs or restoration not approved by ARTIST, ARTIST shall have the right, at ARTIST's sole option, to have ARTIST's association with Art Work severed.

#### 17.2. STANDARDS OF REPAIRS AND RESTORATION

ARTIST shall provide a one-year warranty regarding the Art Work and perform maintenance at no cost to CITY. During the life of the Art Work, ARTIST shall provide maintenance for an additional service fee, with the prior approval of CITY's project manager. All repairs and restorations, whether performed by ARTIST, CITY, or by third parties responsible to ARTIST or CITY, shall be made in accordance with professionally recognized principles of conservation of Art Works and in accordance with the maintenance instructions provided to CITY by ARTIST.

**SECTION 18. OWNERSHIP OF MATERIALS.** Upon delivery, all work products, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use.

**SECTION 19. AUDITS.** ARTIST will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, ARTIST's records pertaining to matters covered by this Agreement. ARTIST further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 20. INDEMNITY.** 20.1. To the fullest extent permitted by law, ARTIST shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") arising from the negligence or misconduct of ARTIST, its officers, employees, agents or contractors under this Agreement.

20.2. Notwithstanding the above, nothing in this Section 20 shall be construed to require ARTIST to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

20.3. The acceptance of ARTIST's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 20 shall survive the expiration or early termination of this Agreement.

#### **SECTION 21. 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 22. INSURANCE.**

22.1. ARTIST, 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". ARTIST and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

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

22.3. 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 ARTIST, ARTIST shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the ARTIST's receipt of such notice. ARTIST shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

22.4. The procuring of such required policy or policies of insurance will not be construed to limit ARTIST's liability hereunder nor to fulfill the indemnification provisions of this Agreement.

**SECTION 23. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

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

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

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

23.4. Upon such suspension or termination by CITY, ARTIST 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 ARTIST, CITY will be obligated to compensate ARTIST only for that portion of ARTIST'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.

23.5. 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 24. 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 Public Art Program Manager

Public Art Program  
City of Palo Alto  
1313 Newell Road  
Palo Alto, CA 94303

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

**SECTION 25. CONFLICT OF INTEREST.**

25.1. In accepting this Agreement, ARTIST 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.

25.2. ARTIST further covenants that, in the performance of this Agreement, it will not employ sub-ARTISTS, contractors or persons having such an interest. ARTIST 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.

**SECTION 26. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, ARTIST certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight

or height of such person. ARTIST 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 27. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.**

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

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

**SECTION 28. NON-APPROPRIATION**

28.1. 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 29. MISCELLANEOUS PROVISIONS.**

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

29.2. 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.

29.3. 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.

29.4. 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.

29.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, ARTIST's heirs, successors, executors, administrators, and assignees.

29.6. 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.

29.7. 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.

29.8 If, pursuant to this contract with ARTIST, City shares with ARTIST personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), ARTIST 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. ARTIST shall not use Personal Information for direct marketing purposes without City's express written consent.

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

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

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

**CITY OF PALO ALTO**

\_\_\_\_\_  
City Manager

**CHARLES SOWERS STUDIO, LLC.**

DocuSigned by:  
*Charles Sowers*  
By: \_\_\_\_\_  
0867B8AE004345D...

Name: Charles Sowers

Title: President, Charles Sowers Studios, LLC

Attachments:

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

## **EXHIBIT “A” SCOPE OF SERVICE**

### **BACKGROUND**

The purpose of this agreement is to outline the scope of work for the fabrication and installation of an original artwork designed by artist Charles Sowers to be integrated into the site of the new Junior Museum and Zoo, located at 1451 Middlefield Road in Palo Alto, CA. The new JMZ will be a single story building featuring a new museum and education building, outdoor zoo with netted enclosure, and perimeter site improvements on the site of the former facilities. The development project scope was developed in coordination with the Rinconada Park Master Plan for the surrounding park, parking lot and adjacent public facilities. The original artwork will support the JMZ mission to engage a child’s curiosity for science and nature. Under the scope of work for the Professional Services Agreement # S17167129 artist Charles Sowers created conceptual design for the original artwork approved by the Public Art Commission on November 16, 2017. The approved conceptual design is for pendulum swings, a group of four to five 40-foot tall counterbalanced pendulums extend above the roofline through an opening in the roof of the JMZ building entrance plaza.

It is mutually understood by the City and Artist that some level of refinement to the conceptual design and engineering may take place. Should the initial conceptual design as approved by the Public Art Commission shift significantly, staff will report back to the Public Art Commission on those changes.

### **SCOPE OF WORK**

Artist Charles Sowers will fabricate and oversee onsite installation of an original artwork based on the conceptual design approved by staff and Public Art Commission on November 16, 2017 per Professional Services Agreement # S17167129 with the Artist. The original artwork, tentatively titled as *Pendulum Swings*, will be a group of four to five 40-foot tall counterbalanced pendulums that extend above the roofline through an opening in the roof of the JMZ, integrated in the main entrance space of the new facility. The pendulums will be activated by the JMZ visitors who would push or ride them, and may move in the wind. The sails at the top of the pendulums will wave above the rooftop of the Junior Museum and Zoo. The interactive kinetic artwork will actively engage the audiences of all ages, and help to provide a meaningful and enriching experience. The artwork will be well-integrated and accessible to the public of all ages and abilities in the free areas of the JMZ facility.

### **Under the scope of this agreement, the Artist will:**

- Work with the City staff and design team to refine final concept design and engineering for the artwork as needed.
- Provide construction and engineering documentation, including stamped S.E. drawings and material safety data info from fabricator to the Public Art Program staff;
- Provide notice to proceed with fabrication to the City of Palo Alto Project Manager;

- Oversee all aspects of fabrication and final inspection prior to transportation onsite, with detailed documentation and possible visits from the City of Palo Alto Project Manager to inspect the work;
- Work with Public Art Program staff and contractors to coordinate the installation of any art-related infrastructure to be installed on site prior to the installation of artwork;
- Be responsible for transportation of the artwork to site, site preparation, installation and testing on site by contractor(s) approved by the City pursuant to Section 12 (“Subcontracting”) of this Agreement
- If Artist does not travel on site: oversee secure crating and shipment to site, provide detailed instructions for installation and on-site tests, including hiring a City-approved subcontractor to oversee the installation.
- Provide digital file & As-Built drawings as well as maintenance and care instructions for staff.

### **PREVAILING WAGE REQUIRED FOR INSTALLATION**

CONSULTANT agrees that all installation work to be performed at and on City property pursuant to this Agreement is subject to applicable federal, state and local prevailing wage laws and regulations, and CONSULTANT shall ensure that all such work is implemented, paid, documented and administered in compliance with such laws and regulations.

### **Responsibilities of City of Palo Alto:**

- Facilitate meetings with the design team, contractors, stakeholder groups, relevant staff and the Public Art Commission.
- Coordinate communication and supply architectural drawings and building/project information as needed for fabrication and installation.
- Produce and install an identification plaque for the artwork.

**EXHIBIT “B”  
SCHEDULE OF PERFORMANCE**

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

**TIMELINE - TASK**

September 2018 – Contract Approved by City Council and Signed by the City and Artist

September 2018 - June 2020 – Fabricate artwork

Summer 2020 – Installation on site.

**EXHIBIT “C”  
COMPENSATION**

The compensation to be paid to ARTIST under this Agreement for all services described in Exhibit “A” (“Services”) and reimbursable expenses shall not exceed \$157,500. ARTIST agrees to complete all Services, including reimbursable expenses, within this amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

**BUDGET**

\$157,500 inclusive of all artist fees, and exclusive of 10% contingency.

**COMPENSATION SCHEDULE:**

30% - Upon signing the contract.

50% - Upon notice to proceed with fabrication.

20% - Upon completion of delivery, installation, submission of documentation and acceptance of artwork by City staff.

**ADDITIONAL SERVICES**

ARTIST shall provide additional services only by advanced, written authorization from the CITY. ARTIST, at 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 ARTIST’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by CITY’s project manager and ARTIST prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**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	\$1,000,000	\$1,000,000
		OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> 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, <b>NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

- I. INSURANCE COVERAGE MUST INCLUDE:
- A. A PROVISION FOR A WRITTEN THIRTY 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. CONTRACTOR MUST SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSURED"
- A. PRIMARY COVERAGE

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

- B. CROSS LIABILITY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 05/03/2018

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  ALAN G CHAN 1820 VAN NESS AVENUE SAN FRANCISCO, CA 94109	<b>CONTACT NAME:</b> ALAN G CHAN <b>PHONE (A/C, No. Ext):</b> 415-776-2190 <b>FAX (A/C, No.):</b> 415-800-6054 <b>E-MAIL ADDRESS:</b> ALAN@ALANCHANSF.COM	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  CHARLES SOWERIS STUDIO LLC 732 MONTECILLO RD SAN RAFAEL, CA 94903-3136	<b>INSURER A:</b> State Farm General Insurance Company	<b>NAIC #</b> 25151
	<b>INSURER B:</b> State Farm Mutual Automobile Insurance Company	<b>NAIC #</b> 25178
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	97-BR-M282-1	11/18/2017	11/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS (NON-OWNED) AUTOS <input type="checkbox"/> HIRED AUTOS		080 8216-D15-05F	04/15/2018	10/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 50,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 732 MONTECILLO RD, SAN RAFAEL, CA 94903

CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED WITH PRIMARY COVERAGE. THE CITY OF PALO ALTO AND FRIENDS OF THE PALO ALTO JUNIOR MUSEUM AND ZOO, ITS COUNCIL MEMBERS, OFFICERS, AGENTS AND EMPLOYEES.  
 CANCELLATION: STATE FARM WILL PROVIDE 10 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR NONPAYMENT OF PREMIUM. 30 DAYS BEFORE THE EFFECTIVE DATE OF CANCELLATION IF WE CANCEL FOR ANY OTHER REASON.

<b>CERTIFICATE HOLDER</b>  THE CITY OF PALO ALTO AND FRIENDS OF THE PALO ALTO JUNIOR MUSEUM AND ZOO PURCHASING AND CONTRACT ADMINISTRATION CITY OF PALO ALTO P.O. BOX 10250 PALO ALTO, CA 94303	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### Certificate Of Completion

Envelope Id: 4D765C33F93C410CAB9DA6ED536C2EFF	Status: Completed
Subject: Please DocuSign: PSA - FINAL DRAFT (APPROVED_TS 8-8)C19173445.pdf Charles Sowers	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cecilia Magana
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	cecilia.magana@cityofpaloalto.org
	IP Address: 12.220.157.20

### Record Tracking

Status: Original 8/29/2018 9:06:19 AM	Holder: Cecilia Magana cecilia.magana@cityofpaloalto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: City of Palo Alto	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

### Signer Events

Charles Sowers  
charlessowers@gmail.com  
President, Charles Sowers Studios, LLC  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
9857B8AE994345D...  
Signature Adoption: Pre-selected Style  
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### Timestamp

Sent: 8/29/2018 9:16:59 AM  
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Signed: 8/29/2018 12:11:57 PM

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### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

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### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Elise DeMarzo  
Elise.DeMarzo@CityofPaloAlto.org  
Manager Community Services Sr. Program  
City of Palo Alto  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 8/29/2018 12:11:59 PM  
Viewed: 8/29/2018 3:53:05 PM

**Electronic Record and Signature Disclosure:**  
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Nadya Chuprina  
Nadya.Chuprina@CityofPaloAlto.org  
Program Assistant II  
City of Palo Alto  
Security Level: Email, Account Authentication (None)

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Sent: 8/29/2018 12:11:59 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	8/29/2018 12:11:59 PM
Signing Complete	Security Checked	8/29/2018 12:11:59 PM
Completed	Security Checked	8/29/2018 12:11:59 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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