

DRAFT – JUNE 21, 2000

MANAGEMENT AGREEMENT FOR PORTLAND CLASSICAL CHINESE GARDEN
CONTRACT NO. _____

This contract is between the City of Portland, acting by and through its Elected Officials ("City"), and Portland Classical Chinese Garden, an Oregon non-profit corporation ("PCCG" or "Contractor"). The City's Project Manager for this contract shall be Phyllis Oster, or such other person who shall be designated in writing by the Mayor of the City of Portland. Except as otherwise provided in this Agreement, the City's Project Manager may take any action or give any notice on behalf of the City.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this Agreement. This contract shall expire, unless otherwise terminated or extended, on November 30, 2004. The parties, by mutual assent of PCCG and the City's Mayor, may renew this Agreement for a period of up to five years.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
(b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) The consideration for the PCCG's covenants under this Agreement is PCCG's share of the revenues, as described herein.
(b) The consideration for the City's covenants under this Agreement is the services provided by PCCG.

Terms and conditions listed on pages 2 - 4.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Portland Classical Chinese Garden
 Address: _____
 Social Security #: _____
 Federal Tax ID #: _____ State Tax ID #: _____ Business License # _____
 Citizenship: Nonresident alien _____ Yes _____ ☒ No
 Business Designation (check one): _____ Individual _____ Sole Proprietorship _____ Partnership _____ Limited Liability Co (LLC)
 _____ Estate/Trust _____ Corporation _____ Public Service Corp. ☒ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on pages 2-4 and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by PCCG:

Signature/Title

Date

CITY OF PORTLAND SIGNATURES

Approved by Mayor or Commissioner:

Elected Official or Delegate

Date

Approved by Bureau Director:

Bureau Director

Date

Approved by City Auditor:

City Auditor

Date

Approved as to form
by City Attorney:
(Rev.12/99)

Office of City Attorney

Date

**CITY OF PORTLAND
STANDARD CONTRACT PROVISIONS
(MANDATORY PROVISIONS)**

1. Access to Records

PCCG shall maintain, and the City and its duly authorized representatives shall have access to the books, documents, papers, and records of PCCG which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcripts, for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

2. Audits

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to PCCG were in excess of the amount to which PCCG was entitled, or that payments to the City were less than the amount to which the City was entitled, then PCCG shall repay the amount of the excess to the City. If an audit discloses that payments to PCCG were in less than the amount to which PCCG was entitled, or that payments to the City were greater than the amount to which the City was entitled, then the City shall repay the amount of the excess to PCCG.

(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Agreement** and section 7, **Remedies**.

3. Effective Date and Duration

The passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

4. Funds

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the City's obligations under this contract.

5. Early Termination of Agreement

(a) The City and PCCG, by mutual written agreement, may terminate this Agreement at any time.

(b) Either party, on 120 days written notice to the other, may terminate this Agreement for any reason deemed appropriate in its sole discretion, provided that the date of termination is between November 1 and the following March 1.

(c) Either the City or PCCG may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination. If the breach is not one which is capable of being cured within fifteen (15) days of notice, then the non-breaching party shall not terminate the Agreement so long as the breaching party, within fifteen (15) days of notice, has commenced, and thereafter diligently pursues, and completes within a reasonable time, the cure of the breach.

6. Payment on Early Termination

(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Agreement** hereof, the City shall pay PCCG for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by PCCG due to a breach by the City, then the City shall pay PCCG as provided in subsection (a) of this section.

(c) In the event of termination under subsection 5(c), **Early Termination of Agreement** hereof, by the City due to a breach by PCCG, then the City shall pay PCCG as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.

(d) In the event of early termination all of PCCG's work product will become and remain property of the City.

7. Remedies

(a) In the event of termination under subsection 5(c), **Early Termination of Agreement**, hereof, by the City due to a breach by PCCG, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof.

(b) The remedies provided to the City under section 5, **Early Termination of Agreement** and section 7, **Remedies** for a breach by PCCG shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then PCCG's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 5(c), **Early Termination of Agreement** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

PCCG shall not subcontract, assign or transfer any of PCCG's work under Exhibit A to this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, PCCG shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to PCCG hereunder. PCCG agrees that if subcontractors are employed in the performance of this Agreement, PCCG and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Agreement, PCCG shall comply with all applicable federal, state and local laws and regulations. PCCG shall complete Exhibit B, Independent Contractor/Workers' Compensation Insurance Questionnaire, which is attached hereto and by this reference made a part hereof.

9a. Indemnity - Claims for Other than Professional Liability

PCCG shall defend, save, and hold harmless the City of Portland, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of PCCG or its subcontractors, agents or employees under this agreement.

10. Insurance

Exhibit C is hereby referenced and made a part of this contract.

11. Ownership of Work Product

(THIS PROVISION IS NOT APPLICABLE TO THIS AGREEMENT).

12. Nondiscrimination

PCCG agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. PCCG also shall comply with the Americans With Disabilities Act of 1990 (Pub I. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. The City, however, accepts responsibility for, and will defend, indemnify and hold PCCG harmless from, any claim for noncompliance with those laws, to the extent such claim of noncompliance is due to the physical design and construction of the Garden as of the date the Garden is first open to the public.

13. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

14. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

15. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

16. Errors

(THIS PROVISION IS NOT APPLICABLE TO THIS AGREEMENT)

17. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

18. Amendments

(a) The City and PCCG may amend this Agreement at any time only by written amendment executed by the City and PCCG. Unless otherwise provided, if the original contract required an ordinance, any amendment that increases the amount of compensation payable to PCCG must be approved by ordinance of the City Council. If the original contract did not require an ordinance, the commissioner-in-charge may approve an amendment increasing the amount of compensation, provided the total contract price does not exceed \$19,296. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

19. Business License

PCCG shall obtain a City of Portland business license as required by PCC 7.02.030 prior to beginning work under this Agreement. PCCG shall provide a business license number in the space provided on page one of this Agreement.

20. Prohibited Interest

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by PCCG during the period of the Agreement.

21. Payment to Vendors and Subcontractors

PCCG shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. PCCG shall not take or fail to take any action in a manner that causes the City or any materials that PCCG provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

22. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. PCCG, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT PCCG HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

OPTIONAL PROVISIONS (selected by City Project Manager)**23. Arbitration: / X / Applicable / ___ / Not Applicable**

(a) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of PCCG and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with PCCG and the City. Insofar as PCCG and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Notwithstanding any dispute under this Agreement, whether before or during arbitration, PCCG shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Agreement for undisputed portions of work.

24. Progress Reports: / X / Applicable / ___ / Not Applicable

PCCG shall provide monthly progress reports to the Project Manager. If applicable, Exhibit A should list what information PCCG must include in monthly progress reports.

25. Contractor's Personnel: / ___ / Applicable / X / Not Applicable

The Contractor shall assign the following personnel to do the work in the capacities designated: If applicable, list selected personnel in Exhibit A.

**MANAGEMENT AGREEMENT FOR PORTLAND CLASSICAL CHINESE GARDEN
EXHIBIT A**

**Statement of the Work
and
Payment Schedule**

1.1 PCCG will operate the Portland Classical Chinese Garden ("Garden") as a public facility generally open to the public. PCCG may charge fees for entry into the Garden, after obtaining the City's consent to the schedule of fees. PCCG has the authority under this agreement to program the Garden, to give permits for special uses of the Garden, and to negotiate and enter into subleases, concession contracts or other agreements for operation of a tea house and/or a gift shop in designated portions of the Garden. All subleases shall be made in the name of the City as lessor, but PCCG, as the City's agent, may execute such leases on behalf of the City, subject to the consent of the Mayor. If such approval is requested in writing and no response is received from the Mayor within fifteen (15) days thereafter, then consent shall be deemed given. Subject to the City's approval, PCCG shall promulgate written rules and policies governing the use of the Garden.

1.2 PCCG will work to maintain a cooperative relationship with the City of Suzhou in order to promote the cultural authenticity of the Garden.

1.3 PCCG will make the Garden self-supporting. PCCG will not be liable to the City for rent or debt service for the Garden. PCCG will be responsible for developing a budget for the Garden that covers the cost of minor maintenance and custodial service, phones, utilities, alarm services, insurance, inventory, displays, replacement of interior equipment and furnishings, payroll, and other ongoing operating expenses.

1.4 PCCG will pay when due any and all applicable federal, state or local taxes assessed against distributions to PCCG under this Agreement.

1.5 Before the commencement of each Fiscal Year (July 1- June 30), PCCG shall prepare a budget for the Garden, subject to the review and approval by the City's Project Manager. PCCG shall submit monthly reports of the Garden's financial performance to the City's Project Manager.

1.6 Any capital improvements to the Garden shall be subject to prior written approval by the City Council or such persons as may be designated by the Council. "Capital improvement" means any permanent structural change or addition to the Garden.

1.7 Temporary or nonstructural improvements or additions to the Garden may be made by PCCG with prior written approval by the Mayor.

1.8 PCCG shall maintain the Garden in a clean, neat, safe and repaired condition.

1.9 PCCG shall provide an adequate level of security for protection of the Garden and its facilities and shall provide security or crowd control personnel as may be required for protection of the public at events held in the Garden. PCCG shall require that sublessees, contract concessionaires and permittees provide appropriate security as necessary due to their particular operations within the Garden.

2.1 To the extent permitted by Oregon law, and subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall indemnify, defend and hold harmless PCCG and its officers, agents and employees against any claim, demand, suit or action (including attorney fees through trial and on appeal), to the extent such claim, demand, suit or action arises from the design or construction of the Garden.

2.2 Subject to its normal budgeting procedures, the City shall consider each year an appropriate request from PCCG for a contribution to the maintenance of the plants and facilities of the Garden.

2.3 To the extent funds are available, the City shall be responsible for major maintenance required for structural elements of the Garden.

3.1 The parties may, by agreement between PCCG and the City Project Manager, include Garden purchases in existing PCCG or City purchase arrangements. The Garden's share of such purchases shall be allocated and charged to Garden operations.

4.1 The City shall pay no compensation directly to PCCG for PCCG's work under this Agreement. However, in consideration of its services under this Agreement, PCCG shall be entitled to keep all revenues it derives from operation of the Garden, including, but not limited to, donations, sponsorships, memberships, fees, leases, concessions and sales. PCCG shall use all such revenue solely for operating, programming, maintaining, repairing and improving the Garden.

4.2 Upon the expiration or termination of this Agreement, all fixtures, improvements and personal property located on or associated with the operation of the Garden premises shall become the property of the City. After satisfaction of PCCG's obligations outstanding as of the date of expiration or termination, all money remaining in PCCG's possession or accounts arising from the operation of the Garden, including, but not limited to, donations, sponsorships, memberships, fees, leases, concessions and sales, and any income derived therefrom, shall become the property of the City, to be used exclusively for operating, programming, maintaining, repairing and improving the Garden.

EXHIBIT B
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT

SECTION A

CONTRACTOR CERTIFICATION I, undersigned, am authorized to act on behalf of entity designated below, hereby certify that entity has current Workers' Compensation Insurance.

Signature

Date

Entity

If entity does not have Workers' Compensation Insurance, City Project Manager and Contractor complete the remainder of this form.

SECTION B

ORS 670.600 Independent contractor; standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

Project Manager Signature

Date

SECTION C

Independent contractor certifies he/she meets the following standards:

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required;
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year; and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - D. Labor or services are performed only pursuant to written contracts;
 - E. Labor or services are performed for two or more different persons within a period of one year; or
 - F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature

Date

EXHIBIT C

INSURANCE (The Project Manager must answer and initial 2, 3, and 4 below).

During the term of this contract PCCG shall maintain in force at its own expense, each insurance noted below:

1. Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).

-
2. ☐ Required and attached or Waived by City Attorney : ☐

General Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to PCCG's services to be provided under this Contract:

3. ☐ Required and attached or Waived by City Attorney : ☐

Automobile Liability insurance with a combined single limit of not less than \$500,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable:

4. ☐ Required and attached or Waived by City Attorney : ☐

Professional Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

On all types of insurance. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from PCCG or its insurer(s) to the City.

5. Certificates of insurance. As evidence of the insurance coverages required by this contract, PCCG shall furnish acceptable insurance certificates to the City at the time PCCG returns signed contracts. The certificate will specify all of the parties who are Additional Insured and will include the 30-day cancellation clause that provides that the insurance shall not terminate or be cancelled without 30 days written notice first being given to the City Auditor. Insuring companies or entities are subject to City acceptance. If requested, complete policy copies shall be provided to the City. PCCG shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

ORDINANCE No. 174622

*Agreement with Portland Classical Chinese Garden, an Oregon non-profit corporation, for management of the Classical Chinese Garden. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Construction of the Classical Chinese Garden, a friendship project involving the City of Portland and its sister city, Suzhou, China, will soon be completed.
2. The City of Portland requires specialized services for the management and operation of this vital cultural resource once it is completed and open to the public.
3. Portland Classical Chinese Garden, an Oregon non-profit corporation (PCCG), has been incorporated specifically for that purpose, and its Board of Directors has the skills and experience necessary to undertake this responsibility.
4. PCCG and the City have negotiated the essential terms of an agreement for the management and operation of the Garden.

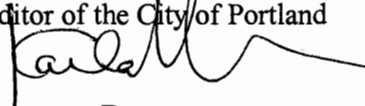
NOW, THEREFORE, the Council directs:

- a. The Mayor is authorized to execute on behalf of the City of Portland an Agreement with Portland Classical Chinese Garden, an Oregon non-profit corporation, generally in the form attached to this Ordinance, once that Agreement is approved as to form by the City Attorney.
- b. Because of the specialized nature of this agreement, all provisions of the City Code governing the selection of contractors, to the extent they otherwise would be applicable to this Agreement, are waived.

Section 2. The Council declares that an emergency exists in order to provide for the planning for and implementation of the opening of the Garden as soon as construction is completed; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Mayor Katz
Harry Auerbach:ha
June 22, 2000
Passed by the Council:

JUN 28 2000

Gary Blackmer
Auditor of the City of Portland
By: 
Deputy

Agenda No.

ORDINANCE NO. 174622

Title

*Agreement with Portland Classical Chinese Garden, an Oregon non-profit corporation, for management of the Classical Chinese Garden. (Ordinance)

INTRODUCED BY	DATE FILED: JUN 23 2000
Mayor Vera Katz	Gary Blackmer Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	By: <u>Beth Olson</u> Deputy
Finance and Administration VK TAB	For Meeting of: _____
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau: Mayor's Office	
Prepared by Date June 22, 2000 Harry Auerbach:jt	
Budget Impact Review:	
Completed <input type="checkbox"/> X Not Required	
Bureau Head:	
	ACTION TAKEN:

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
				YEAS	NAYS
Consent DK	Regular ✓✓	Francesconi	Francesconi	✓	
NOTED BY		Hales	Hales		
City Attorney [Signature]		Saltzman	Saltzman	✓	
City Auditor		Sten	Sten	✓	
City Engineer		Katz	Katz	✓	