



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
SPECIAL MEETING – WORKSHOP
WEDNESDAY, JANUARY 20, 2016
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

The starting times listed for each agenda item should be considered as a guide only. The City Council reserves the right to alter the order of the agenda to allow for an effective meeting. Attendance at the entire meeting may be necessary to ensure interested parties hear a particular item. The public may speak on a closed session item prior to Council's discussion. To do so, a speaker card must be submitted to the City Clerk at least five minutes prior to the start of closed session. The City values and invites written comments from residents on matters set for Council consideration. In order to provide councilmembers ample time to review all correspondence, any written communication must be submitted to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting.

OPENING MATTERS – 6:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 6:15 P.M.

ORAL COMMUNICATIONS – PUBLIC COMMENT – 6:30 P.M.

SPECIAL ITEMS – 6:35 P.M.

1. [Council liaisons and external committee appointments](#)
2. Proposed activities to commemorate Calabasas' 25th anniversary. [Recommendation from the Art in Public Places Advisory Committee to approve an agreement with Dream Big Sculptures in an amount not to exceed \\$75,000 for the design, fabrication, and installation of a 25 year anniversary public art piece](#)
3. Evaluation of the present procedures for making Commission appointments

4. Discussion regarding City-sponsored/affiliated committees not falling under the direct jurisdiction of the City Council
5. Safety issues at public facilities
6. Discussion regarding the present structure of City Council meetings
7. Communications issues with other public agencies
8. Communications issues with outside organizations and private enterprises which conduct business in the City
9. Communications issues between the City and its residents regarding items of significant public interest
10. Exploring the concept of initiating periodic town hall-style meetings.

ADJOURN – 10:00 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, January 27, 2016, at 7:00 p.m.

Council Liaisons Appointments
~~May 27, 2015~~ January 20, 2016

Budget Liaison	Mayor Martin <u>Gaines</u> Councilmember Shapiro <u>Weintraub</u>
Cityhood 25 th Anniversary	Mayor pro Tem <u>Bozajian</u> Councilmember <u>Gaines</u>
Commission Procedures/Council Protocols	Mayor pro Tem <u>Bozajian</u> Councilmember <u>Gaines</u>
Economic Development	Councilmember Shapiro <u>Gaines</u> Councilmember Gaines <u>Shapiro</u>
Emergency Preparedness Task Force	Councilmember Shapiro <u>Maurer</u> Councilmember Maurer <u>Weintraub</u>
Open Space Liaison	Councilmember Maurer <u>Bozajian</u> Mayor pro Tem Bozajian <u>Maurer</u>
Schools Area Traffic Safety Committee	Mayor Martin <u>Maurer</u> Councilmember Shapiro <u>Gaines</u>
School Site Liaisons	Mayor Martin <u>Shapiro</u> Councilmember Gaines <u>Weintraub</u>
Senior Taskforce	Councilmember Shapiro <u>Maurer</u> Councilmember Maurer <u>Shapiro</u>
Special Olympics	Councilmember Gaines Councilmember Maurer

Council External Committee Appointments

~~May 27, 2015~~ January 20, 2016

<u>Agoura Hills/Calabasas Community Center Joint Powers Authority Board</u>	Mayor pro Tem Bozajian Mayor Martin <u>Weintraub</u> (Alternate)
<u>Calabasas Chamber of Commerce</u>	Mayor Martin Councilmember Gaines (Alternate) <u>Bozajian</u>
<u>California Contract Cities Association</u>	Mayor pro Tem Bozajian
<u>California Joint Powers Insurance Authority</u>	Mayor Martin Mayor pro Tem Bozajian (Alternate) <u>Shapiro</u>
<u>Economic Alliance of the San Fernando Valley Board of Directors</u>	Councilmember Shapiro Councilmember Gaines (Alternate)
<u>Headwaters Corner Interpretive Center Board of Directors</u>	Mayor Martin Councilmember Maurer
<u>Las Virgenes – Malibu Council of Governments</u>	Mayor Martin Councilmember Maurer (Alternate) <u>Weintraub</u>
<u>League of California Cities, Los Angeles County Division</u>	Councilmember Shapiro (Alternate)
<u>Los Angeles County City Selection Committee</u>	Mayor Martin Mayor pro Tem Bozajian (Alternate) <u>Weintraub</u>
<u>Santa Monica Mountains Conservancy Advisory Board</u>	Councilmember Maurer
<u>Southern California Association of Governments (SCAG)</u>	Mayor Martin <u>Maurer</u>
<u>Valley Industry Commerce Association (VICA)</u>	Councilmember Gaines

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CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: JANUARY 11, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: THE ART IN PUBLIC PLACES ADVISORY COMMITTEE

BY: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR 

SUBJECT: RECOMMENDATION FROM THE ART IN PUBLIC PLACES ADVISORY COMMITTEE TO APPROVE AN AGREEMENT WITH DREAM BIG SCULPTURES IN AN AMOUNT NOT TO EXCEED \$75,000.00 FOR THE DESIGN, FABRICATION, AND INSTALLATION OF A 25 YEAR ANNIVERSARY PUBLIC ART PIECE

MEETING DATE: JANUARY 20, 2016

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the recommendation from the Art in Public Places Advisory Committee to enter into an agreement with Dream Big Sculptures in an amount not to exceed \$75,000.00 for the design, fabrication and installation of a 25 year anniversary public art piece.

BACKGROUND/DISCUSSION:

The Art in Public Places Advisory Committee consisting of Karyn Foley, Mark Sikand and Laureen Morick have been tasked with coming up with a 25 year anniversary public art piece to be permanently displayed in the City. After much discussion the Advisory Committee determined the Calabasas Civic Center Plaza to be the most appropriate location and asked staff to prepare an RFQ in order to solicit Artists that might be interested in this project.

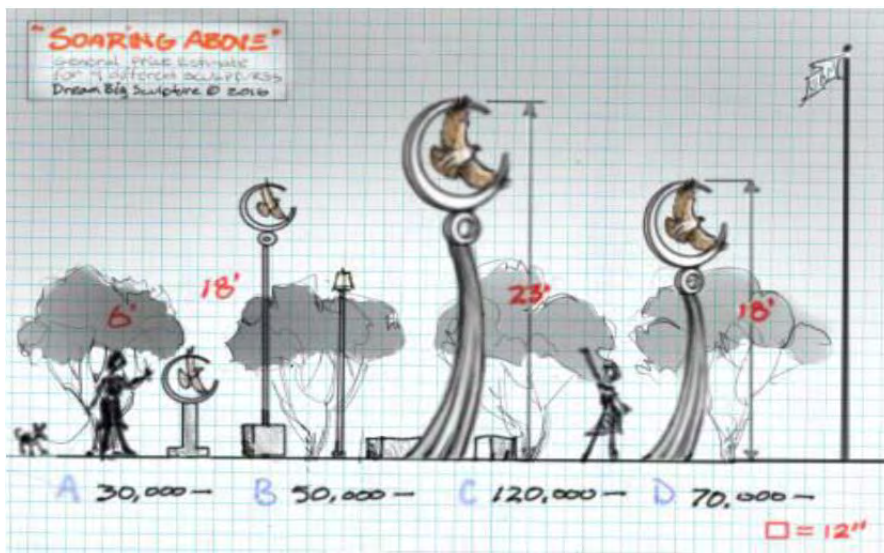
Staff prepared an RFQ for the Design and Fabrication of Public Art with the following criteria:

The City of Calabasas is seeking qualifications for an artist/crafts-person to develop an art piece(s) in recognition of our 25th anniversary of cityhood. The work shall consist of designing, fabricating and installing the art piece(s) on the Civic Center site located at 100 Civic Center Way in Calabasas. The concept must be approved by both the Art in Public Places Advisory Committee and the City Council.

The City desires an art piece(s) to be complementary of the Mediterranean styling developed by the Civic Center's design architect, Robert A.M. Stern of New York City. The buildings are of a traditional design with several prominent features that tie the campus together. The piece(s) shall be prominently displayed either on the plaza itself or directly adjacent. We expect the artist/crafts-person to visit the site and come up with recommendations for an appropriate location along with providing examples of ideas that fit within both our rich history and Mediterranean styling of the Civic Center.

Five Artists responded to the RFQ and submitted work that they have previously completed that would make them qualified for our project. After review and discussion, the Art in Public Places Advisory Board unanimously selected Lorri Alcott and Adam Schultz of Dream Big Sculptures out of Colorado (Samplings of their work can be found in Exhibit B). Adam has spent much of his career doing metal work in various foundries and installation of many monumental sculptures throughout the United States. Lorri a former teacher with degrees in art and human psychology has become internationally renowned as a sculptor along with teaching workshops throughout the United States, Italy and Switzerland.

After several discussions with Lorri and Adam and an onsite meeting held on January 5th, they come up with the following Ideas on design, height and plaza location for a "Soaring Above" 25th Anniversary Public Art Piece:





The 18 foot version above would look outstanding at the front of the plaza, and would be visible from all the prominent viewing locations, on the Civic Center Plaza.



“Soaring Above” created at 23 feet tall, is the perfect scale for this location. It can be seen over the trees from every place on the plaza, and will stand as an iconic representation of the spirit of Calabasas for decades to come.

Smaller versions were looked at as well in different plaza locations at lower price points (however they get lost and don't make a dramatic statement with the existing landscape design of the plaza) and are as follows:



FISCAL IMPACT/SOURCE OF FUNDING:

The Art in Public Places Account currently has a balance of \$117,911.39.

REQUESTED ACTION:

It is requested that City Council approve the recommendation from the Art in Public Places Advisory Committee to enter into an agreement with Dream Big Sculptures in an amount not to exceed \$75,000.00 for the design, fabrication and installation of a 25 year anniversary public art piece.

ATTACHMENTS:

Exhibit A: RFQ

Exhibit B: Artist Profile, Previous Work and References

Exhibit C: Professional Services Agreement

ITEM 2
EXHIBIT A

REQUEST FOR QUALIFICATIONS
DESIGN AND FABRICATION OF PUBLIC ART

The City of Calabasas is seeking qualifications for an artist/crafts-person to develop an art piece(s) in recognition of our 25th anniversary of cityhood. The work shall consist of designing, fabricating and installing the art piece(s) on the Civic Center site located at 100 Civic Center Way in Calabasas. The concept must be approved by both the Art in Public Places Advisory Committee and the City Council.

The City desires an art piece(s) to be complementary of the Mediterranean styling developed by the Civic Center's design architect, Robert A.M. Stern of New York City. The buildings are of a traditional design with several prominent features that tie the campus together. The piece(s) shall be prominently displayed either on the plaza itself or directly adjacent. We expect the artist/crafts-person to visit the site and come up with recommendations for an appropriate location along with providing examples of ideas that fit within both our rich history and Mediterranean styling of the Civic Center.

The process for selection and work completion shall follow the schedule below:

- | | |
|------------------|--|
| November 5, 2015 | Qualifications shall be received by the City |
| December 9, 2015 | City shall select and negotiate a contract with the artist/crafts-person, which shall be approved by the City Council |
| January 13, 2016 | Artist/crafts-person shall prepare and coordinate their designs for approval by both the Art in Public Places Advisory Committee and the City Council. |
| March 1, 2016 | Artist/crafts-person shall be provided site access |
| April 1, 2016 | All work must be completed |

The City requests interested artists/crafts-persons to submit three (3) copies of a letter of interest with qualifications and references, along with a minimum of ten photographic images of completed projects in a sealed envelope clearly marked RFQ 25th Anniversary Project no later than 5:00 p.m. November 5, 2015 to the attention of:

Jeff Rubin, Community Services Director
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Thank you for your interest in our 25th Anniversary Project.

To the Committee:

We at Dream Big Sculpture have been working in the business of creating and placing sculptures for a combined 50 years. Adam spent much of his early career doing all of his own metal work in various foundries where he became an expert in all phases of the bronze casting process, including the creation and installation of many monumental sculptures in locations across America. Lorri has worked as a teacher for over 20 years and has degrees in art and human psychology. During this time, she also worked to become internationally renowned as a sculptor selling her artwork through galleries and public venues as well as teaching sculpting workshops in America, Italy, and Switzerland.

As a team, we have amassed a wide range of artistic and engineering skill sets that allow us to work well with design teams, communities, and project managers to help insure the smooth and speedy completion of each installation. We are looking forward to working with your team to create a powerful 'art experience' that will help enhance the architecture, elevate the community, and become something beautiful, educational, and meaningful for Calabasas.

We have both had experience working with multiple design teams in the past, and take pride in our ability to work well with people. Most recently, Adam teamed up with engineers, architects and city planners to create both the Pathways Hospice sculpture, and the Parker Police Station monument in Colorado. His expertise with the bronze casting industry over the years proved to be of great value to the design teams and construction workers involved in these projects during the planning phase, and served to help insure the successful and smooth completion of these installations.

Proposed sculptures

As we've considered options for what might be an ideal sculpture for the City of Calabasas, we could not overlook the fact that the Red Tail Hawk has been chosen as the symbol for your community. Since this call for sculpture is being commissioned to help celebrate the 25th anniversary of Calabasas, we thought that perhaps the best idea for a Civic Center sculpture might actually be to create a heroic - sized representation of the hawk itself in flight, called "Soaring Above".

Adam has created a number of Eagle sculptures for other projects.





Peace

Little Rock, AR

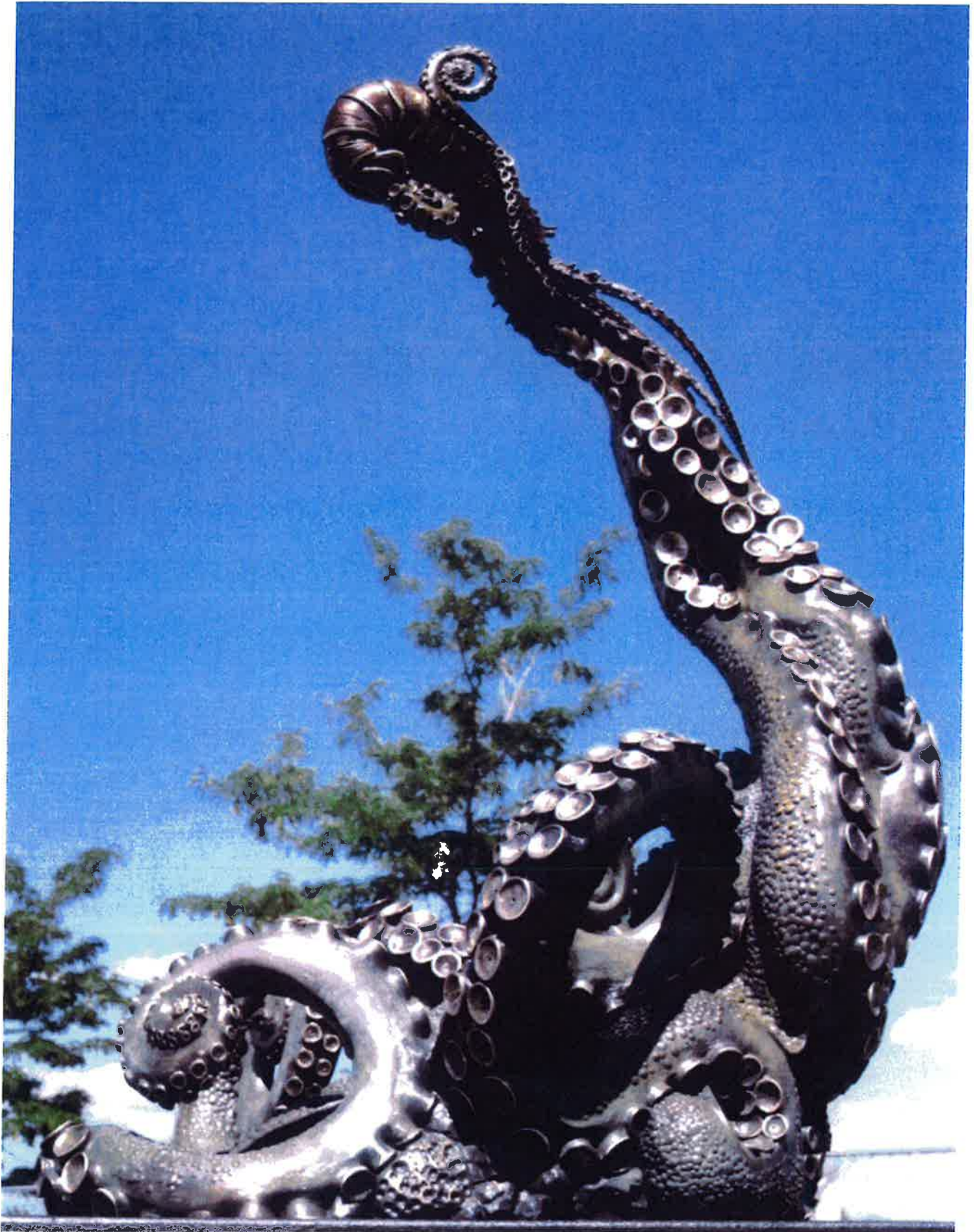


















Adam Schultz/Lorri Acott
List of References
dreambigsculpture@gmail.com
970-219-7418

Ron Combs/Captain Parker Colorado Police Department
18600 Lincoln Meadows Parkway
Parker, Colorado 80134
303.841.9800
303.805.6990 (fax)
rcombs@parkeronline.org
Project: "Freedom Through Safety" by Adam Schultz
Parker Police Department Sculpture, Parker, CO

Polly Juneau Manager, Loveland High Plains Arts Council
P.O. Box 7006 125 East 7th Street Loveland, CO 80537-0006
970.663.2940 lhpac@sculptureinthepark.org
Project: "Pacific Giant" by Adam Schultz Benson Sculpture Park, Loveland, CO

Randel Shadid
Former Mayor and Arts council
19 N Broadway # 100
Edmond, OK 73034-3759
Phone:(405) 341-6741
randel@rshadid.com

Karen Gerrity
Cultural Affairs Manager, City of Broomfield Colorado
3 Community Park Road
Broomfield, CO 80020
303.464.5835
kgerrity@broomfield
Project: "Who Rescued Who?" and "Peace" by Lorri Acott
Broomfield County Commons Sculpture Park, Broomfield, CO

Sallie Wandling
Director of Community Relations Mt Evans Hospice
3081 Bergen Peak Drive
Evergreen, CO 80439
303.674.6400
info@mtevens.org
Project: "Peace" by Lorri Acott Mount Evans Hospice Sculpture, Evergreen, CO

Jane Rogers
Board of Sculpture at the RiverMarket
501-517-1518
Janerogers5409@gmail.com
Project: "Peace" by Lorri Acott Placed in Downtown Little, Rock

Lorri Acott

192 Delaware Ct
Red Feather Lakes, CO 80545
970.219.7418
lorriacott@gmail.com
www.lorriacott.com

Large and Public Works

"Peace" Main Street, Little Rock AR \$60,000
"Peace" Geller Center, Fort Collins, CO \$60,000
"Conversation with Myself" Fort Collins Museum of Discovery \$95,000
"Who Rescued Who?" Broomfield Commons Park Dec 2013, Karen Garrity \$19,000
"Peace", Broomfield Commons Park Dec 2013, Karen Garrity \$42,000
"Sending Peace" Denver, CO Feb 2013, Kurt and Michelle Anderson, \$28,000
"Arc of Peace", Edmond, OK, October 2012 Randel Shadid, \$19,000
"Brotherhood" Wichita KS, April 2012, Marty Cornejo \$19,000
"Conversation with Myself", Ada MI, October 2011, Pamela DeVos \$95,000
"Conversation with Myself" Vogel park, Little Rock, AR Oct 2009 Andrea Gary \$10,000
"Peace" Evergreen, Colorado October 2008, Sally Wandling \$60,000

Awards

Winner International Citizen Artist competition "Peace" one of 15 in the world selected
Best of Show "Conversation with Myself", Art2c on Havana, Aurora Public Arts Program
3rd place "Peace", art2c on Havana, Aurora, CO public arts program
ACLU award, Art to Change the World "Peace", Grand Rapids, MI,
Best of Show, Gold Coast Art Show, Amdur Productions, Chicago 2011

Exhibitions

"83rd Award Exhibition, National Sculpture Society, Brookgreen gardens. Myrtle beach, SC
"All Creatures Great and Small" National sculpture society, Naples, FL Jan-Mar 2015
"Figuratively Speaking-3 voices" West Valley Art Museum, Peoria AZ, Dec '13-Feb '14
"Northern Colorado Invitational Sept 2013, FCMOA, Fort Collins, CO
"Sculpture in The Park", Loveland, CO Aug 2013
"Sculpture at the Riverwalk", Little Rock, AR October 2012
"Warriors and Unexpected Agreements", July 2009 Longmont Firehouse Art Center
"Colorado Governor's Show", April 09

Publications and Bibliography

Southwest Art, "The Human Experience" Featured artist article, March 2009, volume 38, Number 10 Pgs54-57
Sculptural Pursuit, "Creative Process of Paperclay", winter 2005, vol. 4, no. 5, pg. 42
Sculpture of the Rockies: 97 Contemporary and Traditional Artists, Hardback, 208 page
F&W Media, Incorporated, December 03, 2009 pgs 8-9

Lectures, Workshops, and Professional Experience

"Sculpting in Paperclay" by Lorri Acott, Guarda, Switzerland, Sept 2013
"Sculpting in Paperclay" by Lorri Acott, La Meridana, Tuscany, Italy Sept 2011, 2013, 2014
"Paperclay Sculpture" by Lorri Acott, Sedona Art Center, Sedona AZ – 2009 - 2014
"New ideas in Paperclay" by Lorri Acott. International Paperclay Symposium. Laguna Beach, CA
"Changing Perceptions with Paperclay" by Lorri Acott, Colorado Art Educators Conference, Breckenridge, CO – Oct. 08
Sculpture

ADAM SCHULTZ N.S.S. BRONZE + STONE + STEEL

192 Delaware Ct Red Feather Lakes, CO 80545
www.adamsculpture.com adamsculpture@gmail.com

PUBLIC INSTALLATIONS

PACIFIC GIANT --Loveland High Plains Art Council
Benson Park, Loveland, CO 2012
Contact: Polly Havens \$25,000
SISTERS --River Market Sculpture Group
Vogel Sculpture Park, Little Rock, AK 2012
Contact: Andrea Gary \$3500
FREEDOM THROUGH SAFETY --City of Parker
Police Station, Parker, CO 2011
Contact: Ron Combs \$75,000
OUT OF THE NEST MONUMENT--Service Star Construction
Eagle's Nest Village, Aurora, Co. 2008
Contact: Candice Pulliam \$60,000
ED AND ANNABEL FRIESEN MEMORIAL --Friends Organization
Longmont Senior Center Longmont, Co 2007
Contact: Joe Busacco \$3,500
COMMEMORATION WALL --
Pathways Hospice Center, Fort Collins, Co 2007
Contact :Jean Hall \$10,500
COMPASSION HOSPICE MONUMENT --
Pathways Hospice Center, Fort Collins, Co 2004
Contact: Carole Egger \$65,000
DELORES HERMAN MEMORIAL --
Thompson Valley Elementary School, Loveland, Co 1997
Contact: Richard Herman \$20,000
USS FRANK E EVANS DD754 MEMORIAL
Arlington National Cemetery, Washington DC 1995
Contact: Mr. Carl Rannack \$2000

AWARDS

2013 National Sculptor Society (N.S.S.) Induction
2012 Best of Show "ALL THAT"
Hill City, SD Sculpture in the Hills show
2011 Best of Show "PACIFIC GIANT"

COMMISSIONS

BROTHERS
Fort Collins, CO 2012
ACROSS THE MOON
Windsor, CO 2011
FREEDOM THROUGH SAFETY
Police Station, Parker, CO 2011
OUT OF THE NEST--ServiceStar construction
Aurora, Co 2009
LAUREATE AWARD--World Food Prize Organization
Chicago, Ill 2008
STONE LIONS--Mary Cabela
Sydney, Ne 2008
COMPASSION--Hospice fundraiser
Fort Collins, Co 2004
IRONWORKER--Casey Industrial Construction
Broomfield, Co 2001

EXHIBITIONS

2015 83rd awards exhibition, National sculpture society, Brookgreen Gardens, Myrtle Beac, SC
2015 "All Creatures Great and Small" National sculpture society, Naples, FL
2013 National Sculpture Society 80th Annual Awards Show New York, NY
2013 Figuratively Speaking , 3 Voices. Three person show West Valley Art Museum, Peoria, AZ
2013 Northern Colorado Invitational Museum of Art, Fort Collins, CO

ITEM 2
EXHIBIT C
PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas / Dream Big Sculpture)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Dream Big Sculpture a LLC, limited liability company (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Design, Fabrication, Transportation and Installation of a 25 Year Anniversary Public Art Piece.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: January 20, 2016.
- 3.4 “Expiration Date”: October 31, 2016.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Seventy-Five Thousand Dollars (\$75,000.00)** unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Lorri Acott** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Jeff Rubin**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Dream Big Sculpture
192 Delaware Court
Red Feather Lakes, CO,
80545
Attn: Lorri Acott
Telephone: (970) 219-7418

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this

Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Dream Big Sculpture

By: _____
James Bozajian, Mayor

By: _____
Lorri Acott, Co-Owner

Date: _____

Date: _____

By: _____
Adam Schultz, Co-Owner

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

Design, Fabrication, Transportation and Installation of a 25 Year Anniversary Public Art Piece.

EXHIBIT B
APPROVED FEE SCHEDULE

Not to exceed \$75,000.00, Dream Big Sculpture shall submit a draw schedule to the City for approval.

City-Sponsored/Affiliated Committees

Group	Authority	Constitution	Municipal Code Section/Resolution/Other	Appointing Body
Architectural Review Panel	Make advisory recommendations to the planning commission and the city council in all matters pertaining to site plan reviews, and evaluating architectural designs of buildings and other structures, landscape plans and other site features.	Five (5) members, with two (2) members to serve as alternate members, residing in or near the City of Calabasas or conducting business in the city	2.40	Planning Commission
Art in Public Places Advisory Committee	Provide general oversight of the art in public places program, its projects, the sites, scope of project, artworks, and artists to be selected. The committee shall review and the city council shall approve the developers' choice of artist and proposed art piece prior to any approval of occupancy by the building and safety division.	Comprised of a parks and recreation commissioner appointed by the chair, a planning commissioner appointed by the chair and one at-large member appointed by the city council and the committee shall be advisory to the city council.	17.24	Approved by City Council
Arts Council	The Arts Council shall be a creative force of volunteers who work in conjunction with City Staff to develop cultural art programming such as fine arts festivals, art exhibits, children's art workshops, museum tours and photography contests. They shall be guided by the philosophy that participation in the Arts enhances people's lives by challenging them to be more imaginative and to ensure a significant role for the arts in Calabasas; now and for future generations to come.	The Chair and volunteers	Resolution No. 2011-1287	City Council

City-Sponsored/Affiliated Committees

Group	Authority	Constitution	Municipal Code Section/Resolution/Other	Appointing Body
Calabasas Emergency Response Program	<p>The City of Calabasas has an amateur radio station "CalHam" which community members who are CERP, CERT & FCC licensed, test the system on a weekly basis. During an emergency, neighborhood information/status reports would be forwarded to the City's Emergency Operations Center.</p> <p>It is a ham radio team that checks in every Saturday morning 8 am to ensure that the radios are operable. Members should live in the City of Calabasas and also have a ham radio license.</p>	City residents; unincorporated L.A. County adjacent residents; and Public Safety Department staff	N/A	Volunteer basis
Development Review Committee	Duties and Authority. The duties and responsibilities of the DRC shall be to review discretionary development/improvement proposals, provide applicants with appropriate design comments, and make recommendations to the director, or the Commission, as provided by this development code.	Representatives from: Planning, Building and Safety, Engineering, Traffic and Transportation Departments; County of Los Angeles Fire Sherriff's Departments; and Las Virgenes Municipal Water District	17.41.030	Selected by the Community Development Director depending on project
Savvy Senior Advisory Board	This board will work under the direction of the future Senior Center Manager to provide advice and assistance on programs conducted by the Center.	Five members	Approved by Council on March 11, 2015	Selected by the City Manager