

**FIFTH AMENDMENT TO  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
ROBIN TREEN**

This FIFTH AMENDMENT TO AGREEMENT is entered into this 14th day of June, 2022, by the CITY OF SAN JOSE, a municipal corporation (“CITY”), and ROBIN TREEN, an individual (hereinafter “CONSULTANT”).

**RECITALS**

**WHEREAS**, on October 25, 2016, CITY and CONSULTANT entered into an agreement entitled “Agreement for Consultant Services between the City of San Jose and Robin Treen” (“Agreement”); and

**WHEREAS**, on June 27, 2018, CITY and CONSULTANT entered into a First Amendment to the Agreement to extend the term to June 30, 2019; and

**WHEREAS**, on July 20, 2018, CITY and CONSULTANT entered into a Second Amendment to the Agreement to increase the compensation by Ten Thousand Dollars (\$10,000.00); and

**WHEREAS**, on June 13, 2019, CITY and CONSULTANT entered into a Third Amendment to the Agreement to modify the scope of services, modify the schedule of performance, extend the term to December 31, 2020 and increase the compensation by Twenty-One Thousand Five Hundred Dollars (\$21,500.00); and

**WHEREAS**, on January 19, 2021, CITY and CONSULTANT entered into a Fourth Amendment to the Agreement to modify the schedule of performance, extend the term to June 30, 2022 and increase the compensation by Seven Thousand Five Hundred Dollars (\$7,500.00); and

**WHEREAS**, CITY and CONSULTANT desire to further amend the amended Agreement to modify the scope of services, modify the schedule of performance, extend the term to June 30, 2024, and increase compensation by Five Thousand Five Dollars (\$5,000.00);

**NOW, THEREFORE**, the parties agree to further amend the amended Agreement as follows:

**SECTION 1.** SECTION 2, “TERM OF AGREEMENT” is amended to read as follows:

“The term of this Agreement shall be retroactive to October 1, 2016 and shall extend through June 30, 2024, inclusive, according to the schedule set out in FOURTH REVISED EXHIBIT B, entitled “SCHEDULE OF PERFORMANCE”, and subject to the provisions of SECTION 11 of this AGREEMENT.”

**SECTION 2.** SECTION 4 A., “COMPENSATION” is amended to read as follows:

“The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed Seventy-Eight Thousand Dollars (\$78,000.00). The rate and schedule of payment is set out in FOURTH REVISED EXHIBIT C, entitled “COMPENSATION,” which is attached hereto and incorporated herein.

**SECTION 3.** THIRD REVISED EXHIBIT A, “SCOPE OF SERVICES” is amended to read as shown in FOURTH REVISED EXHIBIT A, attached and incorporated into this Fifth Amendment.

**SECTION 4.** THIRD REVISED EXHIBIT B, “SCHEDULE OF PERFORMANCE” is amended to read as shown in FOURTH REVISED EXHIBIT B, attached and incorporated into this Fifth Amendment.

**SECTION 5.** THIRD REVISED EXHIBIT C, “SCHEDULE OF COMPENSATION” is amended to read as shown in FOURTH REVISED EXHIBIT C, attached and incorporated into this Fifth Amendment.

**SECTION 6.** All of the terms and conditions of the amended Agreement not modified by this Fifth Amendment shall remain in full force and effect.

**SECTION 7.** Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

<p><b>“CITY”</b></p> <p><i>Sarah Zarate</i></p> <p>Email: sarah.zarate@sanjoseca.gov</p> <p>06/14/2022 GMT-07:00</p> <p>Title: Director, Office of the City Manager</p>	<p><b>“CONSULTANT”</b></p> <p><i>rtreen@sonic.net</i></p> <p>Email: rtreen@sonic.net</p> <p>06/14/2022 GMT-07:00</p> <p>Title: An Individual</p>
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**Approval as to Form (City Attorney):**



**Approved as to Form:**  
Attorney

Arlene Silva

Deputy City Attorney IV U

*Arlene Silva*

Email: arlene.silva@sanjoseca.gov

Date Signed: 06/14/2022 GMT-07:00

**FOURTH REVISED EXHIBIT A**  
**SCOPE OF SERVICES**

CONSULTANT shall provide services related to exhibits for CITY's City Hall Exhibits Program at CITY's City Hall campus..

**City Hall Exhibits Program**

CONSULTANT shall develop, organize, prepare and coordinate installation and removal of exhibits within the approved policies and guidelines of the City Hall Exhibits program for designated exhibit spaces within the City Hall complex. The designated exhibit spaces for the City Hall Exhibits Program include but are not limited to the City Hall Tower Lobby, the Rotunda elevator lobby in the 1st floor of the Council Wing, the Council Wing corridor, the 18th floor entry lobby, the "Mayor's Walk," 2nd floor corridor to the Council Wing; and in the display windows at the Transportation Management Center ("TMC") on N. 5th Street.

CONSULTANT shall, in consultation with CITY, assist in promoting the opportunity for exhibits at City Hall to potential exhibitors and the process for submitting exhibit proposals to the public, and shall field inquiries related to proposed exhibits in these spaces. CONSULTANT shall receive proposals for exhibits and shall review proposals to ensure the proposals comply with the City's Exhibits Policy, and shall review complete, compliant proposals with City's Public Art Director ("Art Director") or designated Public Art staff (collectively, the Art Director and designated Public Art Staff are referred to as "Public Art Staff"). As directed by Public Art Staff, CONSULTANT shall prepare compliant proposals for presentation to City's Exhibits Committee for approval.

CONSULTANT shall provide support for the Exhibits Committee including making presentations of proposed exhibits and coordinating attendance by prospective exhibitors at Exhibits Committee meetings when necessary. All exhibits shall be approved by Exhibits Committee prior to installation and shall be in conformance with the CITY's Exhibits Policy, unless otherwise specifically approved in writing by Public Art Staff.

CONSULTANT shall follow the CITY's general guidelines for exhibit development, approval, preparation, and installation:

- 1) CONSULTANT shall work with Public Art Staff and exhibit organizers to review and coordinate the installation of approved exhibits to be installed in all locations at City Hall. Coordination shall include:
  - a) Meetings with Exhibits Committee to discuss exhibition content,
  - b) Review of all text and graphic materials,
  - c) Coordination of installation dates and times with CITY's Public Works Department and any outside exhibit curators, and
  - d) Ensuring that all artwork loan agreements are executed prior to the installation of exhibits and signed releases are obtained at the end of exhibits
  - e) Coordination and supervision of the deinstallation of the exhibits and coordination with City Hall Facilities on restoral of walls when an exhibit has ended.
  - f) In consultation with Public Art Staff, coordinate any repairs that might be necessary during an exhibit or removal of any damaged material or equipment if necessary to ensure public safety or appropriateness of the City Hall environment.

- 2) For all exhibits by outside exhibitors that have been approved by the Exhibits Committee, CONSULTANT shall provide coordination for organizations and individuals to develop and install the exhibitions for public viewing in exhibit areas approved by CITY within City Hall including but not limited to:
  - a) Coordinating the signing of a written exhibit agreement with the exhibitor that includes but is not limited to a description of the materials that will be exhibited and their estimated value and the dates the materials will be on exhibit;
  - b) Working with exhibitors to finalize their exhibition plan within the exhibit space;
  - c) Coordinating access to exhibit areas with City Hall Facility Management for exhibitor to install exhibit and supervising the installation work through completion to ensure that items are safely and securely displayed, and coordination of removal of the exhibit at the end of its exhibit period;
  - d) Reviewing and approving all associated informational materials, labels and tags.
  
- 3) For all exhibits that have been approved by the Exhibits Committee to be produced by CONSULTANT, on direction of CITY, CONSULTANT shall fully prepare and install the exhibitions in a manner consistent with the accepted proposal. CONSULTANT shall provide all materials required to prepare objects for exhibition including but not limited to graphic display materials, exhibition display fastening systems; interpretive text, and objects to be displayed that are appropriately prepared for public exhibition. CONSULTANT shall prepare and install contextual labels for each major element of the exhibition as approved by Public Art Staff. Each item shall be subject to the approval of Public Art Staff.

- 4) Installation of exhibits may include coordination by CONSULTANT in consultation with Public Art Staff of a reception for the artists and exhibit partner.
- 5) For all exhibits, CONSULTANT shall obtain all necessary and prudent approvals necessary to comply with the terms of this AGREEMENT and to exhibit the items in City Hall, from the artist, owner and copyright holder of each item in the exhibit.
- 6) At the end of each exhibition period, CONSULTANT shall remove or coordinate removal of the exhibits. CONSULTANT shall be responsible for de-installing the exhibits unless otherwise instructed by CITY. CONSULTANT shall be responsible for coordinating the installation and removal of all exhibits with Public Art Staff and other CITY Staff as directed by Public Art Staff.
- 7) All materials developed by CONSULTANT specifically for exhibits in City Hall Exhibits Program shall become the property of CITY and may be retained by CITY or reused in any manner deemed appropriate by CITY.

Additional details of CONSULTANT's services for the City Hall Exhibits Program are described in Attachment 1 to this Exhibit.

### **Mineta San Jose International Airport Art+Technology Program**

CONSULTANT provided services on curatorial and exhibition development and design services for projects at the Mineta San Jose International Airport which was completed in April, 2021. CONSULTANT shall provide no further services for the Mineta San Jose International Airport Art + Technology Program (Airport Art Program).

## **EXHIBIT A – Attachment 1: City Hall Exhibits Program**

CONSULTANT shall oversee installation of exhibits previously approved by CITY's Exhibits Committee and develop new exhibits, including:

a. City Hall Rotunda Lobby Exhibits

CONSULTANT shall curate, produce and oversee installation of the following exhibits in the 1st Floor Rotunda Elevator Lobby in the City Hall Council Wing:

1. A sequence of up to four exhibits of Okayama Children's Art created in the 1960s which shall be followed by:
2. An exhibit of photographs of Pune India, an official Sister City of CITY;

and

3. CONSULTANT shall research and seek or develop proposals for up to three more exhibits to follow the Pune India exhibit.

b. Council Wing Niches Exhibits

1. CONSULTANT shall coordinate the installation and de-installation of the *This IS San José*, an exhibit comprised of up to 60 framed images of winning contest photos taken by area residents; the exhibit shall include contextual exhibition text panels and labels; four monitors (one in each niche) will run video of non-winning entries, and may include interviews with some of the photographers.
2. CONSULTANT shall coordinate the installation of *Blue Tarp* exhibit, a curated selection of photographic portraits of homeless people in San José created in partnership with Destination Home of Santa Clara County.
3. CONSULTANT shall coordinate the installation and de-installation of *Salt-Stained/Home*, a multi-media exhibit curated by Chopsticks Alley featuring



drawings, paintings, photographs, and other artworks by four young south Asian artists.

4. CONSULTANT shall coordinate the installation and de-installation of the *Breaking The Mold* an exhibit comprised of up to 40 panel photographic images of an historic San Jose foundry; the exhibit shall include contextual exhibition text panels and labels.
  5. CONSULTANT, in consultation with CITY, shall develop, organize, coordinate, and install an exhibit that explores key aspects about how water and water systems have impacted San José's history, development, and current community life.
  6. CONSULTANT, in consultation with CITY, shall identify and prepare proposals for additional exhibits for the Council Wing niche spaces that may be curated by other organizations or may be developed, prepared and installed by CONSULTANT, CONSULTANT shall oversee these proposals through the process of approval by City Hall Exhibits Committee and when approved shall oversee the process for scheduling and coordinating the installation of the approved exhibits.
- c. City Hall Tower Lobby Exhibits

These exhibits shall be installed in the City Hall Tower Lobby cases:

1. CONSULTANT shall curate, produce, install and de-install *Hidden Heritages: San José's French Pioneer Families 1848-1900* exhibit that is based on a collaboration between the Sourisseau Academy for State and Local History, the de Saisset Museum, and History San José, and which is a Border Cantos project with the San José Museum of Art.

2. CONSULTANT shall coordinate and oversee installation and de-installation of an exhibit of hand-blown glass crafts and artworks by local artisans affiliated with Bay Area Glass Institute.
  3. CONSULTANT shall develop proposals for new exhibits that are to be installed when the previously-listed exhibits have ended.
- d. Transportation Information Center Exhibit
1. Develop and install one exhibit to replace the current exhibit. CONSULTANT shall oversee the removal of the current exhibit.
  2. Work with Public Art staff as requested on coordination for development of a permanent mural or similar artwork for that location.
- e. At the end of the exhibition period for each of the aforementioned exhibits, including those already identified and those that are pending development, CONSULTANT shall remove or provide coordination of removal of the exhibit. CONSULTANT shall be responsible for de-installation of the exhibits unless otherwise instructed by CITY.

**FOURTH REVISED EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

1. Work commenced October 1, 2016. The estimated time for completion is June 30, 2024.
  
2. The following are milestone dates that must be met in accordance with this AGREEMENT for CITY HALL EXHIBITS PROGRAM

**A. Council Wing Corridor Exhibit Space**

- |   |                                  |
|---|----------------------------------|
| 1. Installation of <i>This IS San José</i> exhibit  | Week of October 17, 2016 (DONE)  |
| 2. Removal of <i>This IS San José</i> exhibit   | Week of November 13, 2017 (DONE) |
| 3. Installation of <i>Blue Tarp</i> exhibit   | Week of July, 2018 (DONE)        |
| 4. Removal of <i>Blue Tarp</i> exhibit  | March, 2019 (DONE)               |
| 5. Installation of <i>Salt-Stained</i> exhibit  | April, 2019 (DONE)               |
| 6. Removal of <i>Salt-Stained</i> exhibit   | January, 2020 (DONE)             |
| 7. Installation of <i>Breaking the Mold</i> exhibit or alternative  | January – February, 2020 (DONE)  |
| 8. Removal of <i>Breaking the Mold</i>  | April, 2022 (DONE)               |
| 9. Development of new exhibit #1 for Council Wing Corridor Exhibit Space  | Starts in March, 2021            |
| 10. Development of <i>Water</i> exhibit or alternative Workplan for future exhibits to be developed based on reopening of City Hall | September, 2022 – June 2023      |

**B. Rotunda 1<sup>st</sup> Floor Foyer Exhibit Space**

- |   |                          |
|---|--------------------------|
| 1. Installation of <i>Okayama Children's Art</i> , exhibit #1   | Week of November 7, 2016 |
| 2. Removal of <i>Okayama Children's Art</i> exhibit #1 and installation of <i>Okayama Children's Art</i> exhibit #2 | December, 2017 (DONE)    |
| 3. Removal of <i>Okayama Children's Art</i> exhibit #2 and installation of <i>Okayama Children's Art</i> exhibit #3 | March, 2018 (DONE)       |
| 4. Removal of <i>Okayama Children's Art</i> exhibit #3  | March, 2019(DONE)        |
| 5. Installation of <i>Pune India Sister Cities</i> exhibit  | May, 2019(DONE)          |
| 6. Removal of <i>Pune India Sister Cities</i> exhibit   | July 2022                |
| 7. Installation of new Rotunda Foyer exhibit #1 (to be determined.)   | July- August 2022        |

**C. Tower Lobby Exhibit Space**

- |   |                                   |
|---|-----------------------------------|
| 1. Installation of <i>Hidden Heritages</i> exhibit                | September- November, 2017 (DONE)  |
| 2. Removal of <i>Hidden Heritages</i> exhibit                     | October, 2018 (DONE)              |
| 3. Installation of Bay Area Glass exhibit                         | Week of November 26, 2018 (DONE)  |
| 4. Development of Hidden Heritages: Vietnam exhibit               | October, 2020 through March, 2022 |
| 5. Removal of Bay Area Glass exhibit                              | July, 2022                        |
| 6. Installation of new Tower Lobby Exhibit #1 (to be determined.) | July, 2022                        |

**D. Exhibits development, preparation and presentation of proposals, outreach, etc.**

- |  |   |
|--|---|
| 1. Preparation of new exhibit proposals and presentation of new exhibits proposals to Exhibits Committee       | On ongoing basis to be determined in consultation with CITY |
| 2. Oversee Exhibition Design production and installation through completion including written Interim Reports. | On ongoing basis to be determined in consultation with CITY |
3. Modification of Schedule. Both parties acknowledge that the schedules may need to be modified and amended for reasons beyond the control of either CITY or CONSULTANT. The parties agree that the schedules set forth above may be modified only upon prior written authorization of the CITY's Director of Economic Development or Public Art Director.

**FOURTH REVISED EXHIBIT C**  
**COMPENSATION**

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed Seventy-Eight Thousand Dollars (\$78,000.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

**A. City Hall Exhibits Program Payment Schedule**

**1. Payment Schedule:**

- |  |                   |
|--|-------------------|
| a. Payment for notification to CITY of scheduled date for installation of <i>Okayama Children's Art</i> , exhibit #1   | \$1,750<br>(PAID) |
| b. Payment for notification to CITY of scheduled date for installation of <i>This IS San José</i> exhibit  | \$3,000<br>(PAID) |
| c. Payment for notification to CITY of scheduled date for installation of <i>Hidden Heritages</i> exhibit  | \$3,500<br>(PAID) |
| d. Payment for notification to CITY of scheduled removal of <i>Okayama Children's Art</i> exhibit #1 and installation of <i>Okayama Children's Art</i> exhibit #2                  | \$2,500<br>(PAID) |
| e. Payment for start of preparation of new exhibits for July 2017 installation   | \$1,500<br>(PAID) |
| f. Payment for notification to CITY of scheduled removal of <i>This IS San José</i> exhibit  | \$1,000<br>(PAID) |
| g. Payment for notification to CITY of scheduled removal of <i>Okayama Children's Art</i> exhibit #2 and installation of <i>Okayama Children's Art</i> exhibit #3 in Rotunda Lobby | \$2,500<br>(PAID) |
| h. Payment for notification to CITY of scheduled installation of <i>Blue Tarp</i> exhibit in Council Wing niches   | \$2,750<br>(PAID) |
| i. Payment for notification to CITY of scheduled removal of <i>Blue Tarp</i> exhibit and installation of <i>Salt-Stained Home</i> in Council Wing niches                           | \$1,000<br>(PAID) |

- |    |  |                   |
|----|--|-------------------|
| j. | Payment for notification to CITY of scheduled removal of <i>Okayama Children's Art</i> exhibit #3 from Rotunda Lobby | \$1,000<br>(PAID) |
| k. | Payment for notification of installation of <i>Pune India Photographs</i> exhibit in Rotunda Lobby                   | \$2,750<br>(PAID) |
| l. | Payment for notification of installation of <i>Salt Stained - Home</i> in Council Wing niches                        | \$3,000<br>(PAID) |
| m. | Payment for notification to CITY of scheduled removal of <i>Hidden Heritages</i> exhibit from City Hall Tower Lobby. | \$1,000<br>(PAID) |
| n. | Payment for notification to CITY of installation of Bay Area Glass Institute exhibit in City Hall Tower Lobby        | \$2,500<br>(PAID) |
| o. | Payment for notification to CITY of scheduled removal of <i>Pune India Photographs</i> exhibit from Rotunda Lobby    | \$750             |
| p. | Payment for notification to CITY of removal of Bay Area Glass Institute exhibit from City Hall Tower Lobby           | \$1,000           |

For all other work described in EXHIBIT A of this AGREEMENT and for additional exhibits developed, prepared, and coordinated by CONSULTANT for City Hall Exhibits Program that are not listed in the compensation fee schedule above, CITY agrees to compensate CONSULTANT at the hourly rate of Fifty-Five Dollars (\$55.00) for professional services performed in accordance with the terms and conditions of this AGREEMENT, up to a maximum amount of Twenty-five Thousand Dollars (\$25,000.00). CITY and CONSULTANT will confer on scope of work on an ongoing basis to ensure that scope of work and available funds are commensurate. If requested by CITY, prior to commencing work on each new exhibit project not included in this City Hall Exhibits Program Payment Schedule, CONSULTANT shall prepare a detailed written estimate of hours and fees, for approval by CITY.

For all fees paid at an hourly rate, CONSULTANT shall invoice CITY on a monthly basis for a period that includes the entire month.

**2. Reimbursable Expenses**

CONSULTANT shall be reimbursed for specific expenses directly related to providing the services for City Hall Exhibits Program under this AGREEMENT. Reimbursable expenses for City Hall Exhibits Program shall not exceed a total of One Thousand Five Hundred Dollars (\$3,000.00). Allowable reimbursable expenses may include:

- a. Materials for the display of artwork including hanging hardware, matting, framing, Plexiglas to protect artwork on display, signage and labels for exhibits, material to cover display cases, and stands and mounting materials for display cases. CONSULTANT shall provide a written cost estimate to CITY for approval for reimbursable expenses for each exhibit prior to incurring such expenses; CITY shall provide written approval to Consultant of the proposed costs.
  
- b. Mileage, at current CITY rate, for meetings with exhibit artists, lenders and coordinators as necessary.

**B. Airport Art Program Payment Schedule**

- a. Payment upon completion of initial site investigation. \$3,000.00  
(PAID)
  
- b. Payment upon initiation of Exhibition Proposal #1 \$921.25  
(PAID)

**C. Modification of Payment Schedule.**

The parties agree that the Payment Schedule set forth above may be modified only upon prior written authorization of the CITY's Director of Economic Development or Art Director without a formal amendment to the AGREEMENT, providing that any such modifications do not exceed the maximum amount of compensation set forth in this AGREEMENT.