# CITY OF OAKLAND AGENDA REPORT

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- TO: Office of the City Administrator
- ATTN: Deborah Edgerly
- FROM: Public Works Agency
- DATE: June 12, 2007
- RE: Resolution Authorizing The City Administrator To Enter Into A Two Year Agreement From July 1, 2007 To June 30, 2009 With The Lake Merritt Institute For Professional Services To Provide Cleanup, Maintenance, Monitoring, Volunteer Coordination, And Technical Assistance At Lake Merritt In An Amount Not To Exceed Three Hundred Twenty Thousand Dollars (\$320,000), And To Extend The Initial Contract Period (July 1, 2007 To June 30, 2009), An Additional Two Years (Through June 30, 2011) If The Performance Standards In The Scope Of Work Are Met.

## SUMMARY

A resolution has been prepared authorizing the City Administrator to enter into a professional services agreement (Agreement) with the Lake Merritt Institute (LMI) and their team (Peralta Service Corporation and Pacific Municipal Corporation as Subcontractors) to provide cleanup, maintenance, monitoring, volunteer coordination, and technical assistance at Lake Merritt for FY 2007-09. The Agreement is for a not-to-exceed amount of three hundred twenty thousand dollars (\$320,000) for a two-year period (July 1, 2007 to June 30, 2009) with a potential two-year contract extension for the July 1, 2009 through June 20, 2011 contract period. The cleanup and monitoring services are needed to comply with State and Federal water quality regulations.

These services include: Trash and debris cleanup, operations and maintenance of aeration fountains and debris/petroleum booms, pilot project monitoring of water quality improvement technologies, participation in City sponsored cleanup events, public engagement, volunteer coordination for the removal of trash from Lake Merritt, public outreach education, and participation in monthly Lake Merritt Water Quality Technical Committee meetings. (See Exhibit A for full scope of work)

City staff recommends that the City Council approve the resolution authorizing the City Administrator to enter into a professional services agreement with LMI for an amount not to exceed three hundred twenty thousand dollars (\$320,000) for the period starting July 1, 2007 and ending June 30, 2009.

# FISCAL IMPACT

The Agreement is for an amount not to exceed three hundred twenty thousand dollars (\$320,000) for the period July 1, 2007 to June 30, 2009. One hundred fifty thousand dollars (\$150,000) of

Item: Public Works Committee June 12, 2007 the funds for this professional services agreement are budgeted in FY 2007/08 and FY 2008/09 from the Public Works Agency, Environmental Services Watershed Organization (30685), Watershed and Waterways Program (NB34), Comprehensive Cleanup Fund (1720), Miscellaneous Contracts Account (54919). Ten thousand dollars (\$10,000) of the funds for this professional services agreement are budgeted in FY 2007/08 and FY 2008/09 from the Public Works Agency, Environmental Services Watershed Organization (30685), Watershed and Waterways Program (NB34), Sewer Fund (3100), Miscellaneous Contracts Account (54919).

# BACKGROUND

On April 20, 2007, City staff issued a Request for Proposals (RFP) to over 500 local and area environmental consultants and organizations to provide the above professional services. City staff held a pre-proposal conference for this RFP on April 30, 2007, and eight firms/organizations attended. Three of the pre-proposal conference attendees joined together to submit one proposal. The proposal, submitted by the submittal date of May 10, 2007, is from a Not for Profit Small Local Business Enterprise (NPSLBE) firm/organization, LMI, with two Local Business Enterprise (LBE) acting as subcontracting firms/organizations, Peralta Service Corporation and Pacific Municipal.

Staff representatives from the State of California Regional Water Quality Control Board, Office of the City Administrator, and Public Works Agency (Department of Infrastructure and Operations and Department of Facilities and Environment) reviewed and evaluated the Proposals submitted by the LMI Team. The firm/organization was evaluated using the following criteria:

- 1. Demonstrated ability and experience to work with volunteers, City staff, community groups, and other stakeholders.
- 2. Knowledge of Lake Merritt watershed community volunteers and business organizations.
- 3. Demonstrated ability and experience to provide water quality monitoring services and data analysis.
- 4. Knowledge of Lake Merritt and Lake Merritt Channel environments.
- 5. Prior experience providing technical assistance on mitigating low dissolved oxygen and litter.
- 6. Prior experience providing litter/debris removal services in Lake waters.
- 7. Demonstrated ability to manage and maintain quality control/quality assurance, and control costs on projects.

LMI and their team proposal was evaluated on the above criteria, and received an average score of 85.25 out of a possible 100 points. Additionally, LMI is a certified NPSLBE firm/organization and Peralta Service Corporation and Pacific Municipal Corporation are certified LBE firms/organizations, and has met the City's LBE and SLBE Program requirements

Item: \_\_\_\_\_ Public Works Committee June 12, 2007 of 20% participation. The Contract Compliance section in the Office of the City Administrator has verified the LBE and SLBE participation as shown in Exhibit B.

LMI and their team clearly demonstrated by their technical experience, cleanup and volunteer skills, and their experience with Lake Merritt, that they are the most qualified firm to implement the services in this professional services agreement.

## **KEY ISSUES AND IMPACTS**

#### Impaired Water Body

Since 1996, the City has contracted for lake cleanup, lake education, monitoring, and volunteer activities to help clean Lake Merritt and to help the City comply with Federal and State water quality regulations.

Since 1999, Lake Merritt has been listed on the State of California 303d list of "Impaired Water Bodies" for high levels of trash and low levels of dissolved oxygen. The State of California requires that the City of Oakland address these issues to avoid Federal and State Clean Water Act violations and possible penalties for Lake Merritt and the Lake Merritt watershed.

The Lake Merritt Clean Lake Contract will assist the City by improving overall water quality in Lake Merritt. Consultant tasks included in the Agreement are focused on, but are not limited to reducing trash and increasing dissolved oxygen levels to promote improved water quality to address the requirements of the State of California 303d list of "Impaired Water Bodies". Thus, avoiding additional enforcement in the form of fines, and to reduce the City of Oakland's liability.

## Extension of Contract

Staff of the Environmental Services Division (ESD) will manage the Agreement. Staff will conduct a quarterly evaluation of the performance of the consultant to assure that they meet performance standards including:

- Volume of trash
- Number of clean up events
- Volunteer participation
- Number of presentations
- Number of Storm Drain Markers
- Creek to Bay Day and Earth Day performance
- Lake Merritt Water Quality Committee Participation
- Operations and maintenance activities
- Upkeep of U-Clean-It stations
- Monthly newsletter and other public distribution materials

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- Pilot project monitoring
- Ability to communicate and coordinate with City of Oakland staff (completion of monthly status report submittal and meeting)

If the performance standards are met to the satisfaction of City, the City may re-negotiate the scope of work for a two-year extension of the initial Clean Lake Professional Services Agreement between April 1, 2009 and June 30, 2009. Should a contract extension be granted to the Consultant, the contract agreement will be extended through June 30, 2011.

# SUSTAINABLE OPPORTUNITIES

*Economic:* This Agreement will focus on tasks that will beautify and improve the economic value of the surrounding neighborhood and business districts, as well as support local business.

*Environmental:* This Agreement will provide for litter removal and improved environmental protection of Lake Merritt, and the City will be able to fulfill Federal and State requirements for addressing water quality impairments in Lake Merritt. Water quality will be improved and wildlife habitat enhanced.

*Social Equity:* This Agreement will involve the use of volunteers which will improve the social connections between the community and Lake Merritt. Cleaning Lake Merritt improves the recreational opportunities and quality of the experience for Lake Merritt public users.

# DISABILITY AND SENIOR CITIZEN ACCESS

Implementation of this resolution will have no direct impact on disability and senior citizen access.

# **RECOMMENDATION(S) AND RATIONALE**

Staff recommends that the City Council approve the resolution authorizing the City Administrator to enter into a professional services agreement to provide cleanup, maintenance, monitoring, volunteer coordination, and technical assistance at Lake Merritt with the LMI and their team for an amount not to exceed three hundred twenty thousand dollars (\$320,000) for the period starting July 1, 2007 through June 30, 2009.

If the performance standards are met to the satisfaction of City, the City may re-negotiate the scope of work for a two-year extension of the initial Clean Lake Professional Services Agreement between April 1, 2009 and June 30, 2009. Should a contract extension be granted to the Consultant, the contract agreement will be extended through June 30, 2011.

# ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council approve this resolution authorizing the professional services agreement with the LMI and their team.

Respectfully submitted,

Raul Godinez II. P.E Director, Public Works Agency

Reviewed by: Brooke A. Levin, Assistant Director Department of Facilities & Environment

Prepared by: Lesley Estes, Watershed Program Supervisor **Environmental Services Division** 

APPROVED AND FORWARDED TO THE PUBLIC WORKS COMMITTEE:

Office of the City dministrator

**EXHIBITS** 

- Α Section III of the RFP (Scope of Work)
- В CONTRACT COMPLIANCE

# EXHIBIT A

#### SCOPE OF SERVICES

The Consultant will implement the following Scope of Services for the Clean Lake Professional Services Agreement for July 1, 2007 to June 30, 2009. The services provided by the Consultant are to be comprehensive in nature, efficient, and affordable to the City and, as such are in the public interest because they further economy and promote delivery of comprehensive services to Lake Merritt.

Generally, the City anticipates the selected Consultant will provide the following services:

- A. Field Activities trash/debris cleanup (including algae removal), operations and maintenance (e.g. aeration fountains, litter and petroleum booms, etc.), pilot project monitoring, storm drain marker installation, and public outreach services in and around Lake Merritt and the Lake Merritt Watershed.
- B. Volunteer Coordination Consultant will coordinate volunteers for the removal of trash from Lake Merritt and surrounding areas of the Lake Merritt watershed, and will conduct Lake Merritt clean-up activities five days a week.
- C. Public Outreach and Stewardship Provide services to increase public outreach, volunteer activities, and educational opportunities in the Lake Merritt watershed.
- D. Lake Merritt Water Quality Technical Committee Participate in monthly Lake Merritt Water Quality Technical Committee meetings and appropriate work groups.

The Consultant will perform and coordinate trash and debris removal activities five days a week and at City sponsored clean-up events in and around Lake Merritt, around the surrounding areas of Lake Merritt and in the Lake Merritt watershed. The Consultant will enhance the Storm Water Runoff Education Program, promote and support local volunteers and organizations involved in clean up activities near Lake Merritt and educate residents regarding street litter and storm drain flows to the lake. The Consultant will provide educational, volunteer coordination, technical, and trash removal services to efficiently maintain the Lake's water quality and appearance.

The selected consultant shall demonstrate expertise in all of the project areas and services listed above. Detailed descriptions of tasks are described below.

### A. Field Activities

#### Litter Collection:

- 1. Consultant will perform and coordinate trash removal activities from Lake Merritt and surrounding areas of the Lake Merritt watershed, and will conduct Lake Merritt clean-up activities five days a week and at City sponsored clean-up events.
- 2. Consultant will coordinate trash collection near lake discharge outfalls, inside trash and petroleum booms, in and near storm drain inlets, along the shores of, and in Lake Merritt and the surrounding watershed.
- 3. Consultant will schedule and coordinate litter pick up events to increase volunteerism during and following storm events.
- 4. Consultant will promote and support individual, unscheduled clean-ups by individual citizens within the community.

#### Algae Removal:

Consultant will perform algae removal activities from areas of Lake Merritt that are inaccessible with the Harvester Boat, especially during high algae periods (April through August).

#### Aeration Fountain Maintenance:

Consultant will inspect the three aeration fountains located in Lake Merritt on a biweekly schedule, and perform operations and maintenance activities on an as needed basis. Operations and maintenance activities will include, but are not limited to, cleaning, painting, repairing, and any other activity needed to keep the aeration fountains operational.

Obtaining parts and procuring contractor support for the repair of the aeration fountains is the sole responsibility of the Consultant.

Observations and repairs will be recorded on field forms and transmitted to the City of Oakland staff on a semi-annual basis. Additionally, records will be kept onsite at the Lake Merritt Sailboat House office.

#### Storm Drain Marker Applications

Consultant will replace worn and apply new City of Oakland staff approved storm drain markers near storm drain inlets in the Lake Merritt watershed.

All marker application locations will be recorded and documented in a log and on a map, and transmitted to the City of Oakland staff on a semi-annual basis. Additionally, records will be kept onsite at the Lake Merritt Sailboat House office.

#### Litter / Petroleum Booms (Inspection and Maintenance)

Consultant will inspect all litter and petroleum booms located in Lake Merritt after all rain events. Inspections will consist of checking the product integrity, attachment points, and the amount and types of material trapped in the area cordoned off by the boom.

Consultant will immediately report any problems with the litter / petroleum booms to City of Oakland staff.

Observations and findings will be recorded and transmitted to City of Oakland staff on a quarterly basis. Additionally, records will be kept onsite at the Lake Merritt Sailboat House office.

Pilot Project and Water Quality Monitoring:

Consultant will conduct monitoring and sampling activities in Lake Merritt at the request of City of Oakland staff.

Consultant will provide assistance with pilot study projects in and around Lake Merritt and the Lake Merritt watershed as decided by the Lake Merritt Water Quality Technical Committee.

Assistance with these pilot study projects may include, but are not limited to, the following activities as requested by City of Oakland staff:

- 1. Installation of equipment
- 2. Monitoring and/or inspection of equipment
- 3. Routine Maintenance of equipment
- 4. Taking measurements and samples for chemical analysis

These services will be provided on an "as needed" basis.

Illicit Discharge and Dumping Enforcement Assistance:

Consultant will assist with enforcement of illicit discharges and illegal dumping cases in the Lake Merritt watershed by providing City approved Best Management Practices (BMPs) and educational materials/handouts to those seen creating illicit discharges or dumping materials in creeks, storm drain inlets, Lake Merritt or surrounding areas of the Lake Merritt watershed.

Consultant will document (i.e., brief description of incident including photographs) the illicit discharge or dumping incident including date/time of incident, location, material discharged or dumped and persons conducting violation, and promptly notify the Illicit Discharge Inspector at (510) 238-6544 and/or the PWA Hotline at (510) 615-5566 of such violations for follow-up enforcement.

If the illicit discharge or material being dumped is hazardous, the Consultant will notify the Oakland Fire Department, Office of Emergency Services - Hazardous Materials Division at (510) 444-3322.

#### **B.** Volunteer Coordination

Consultant will coordinate volunteers for the removal of trash from Lake Merritt and surrounding areas of the Lake Merritt watershed, and will conduct Lake Merritt clean-up activities five days a week and at City sponsored clean-up events.

Volunteer activities will include, but are not limited to, the following:

1. Trash collection from Lake Merritt, near the lake discharge outfalls and inside the protective barrier booms, shores of Lake Merritt, and the surrounding Lake Merritt watershed,

- 2. Installation of storm drain markers,
- 3. Distribution of outreach and educational materials.

Consultant will schedule and coordinate litter pick up events to increase volunteerism during and following storm events.

Consultant will establish and expand public outreach to local schools near Lake Merritt in an attempt to establish a routine volunteer program.

Consultant will support Lake Merritt groups and organizations to increase volunteerism and to maximize clean-up efforts.

Consultant will provide City of Oakland approved safety training to all volunteers.

### Public Clean-Up Events

Consultant will participate in a minimum of two City sponsored cleanup events (Earth Day, held in April and Creek to Bay Day, held in September), and will act as the lead coordinator at Lake Merritt, including outreach, setup, planning of activities for the day of event and other related tasks.

#### "U-Clean-It" Stations

Consultant will provide three "U-Clean-It" stations located around Lake Merritt to provide for the efficient collection of litter by volunteers within one month following the start of this contract agreement.

Consultant will provide the City of Oakland staff with a list of equipment and supplies to be maintained in the three "U-Clean-It" stations for City of Oakland approval.

Consultant will adequately stock and maintain the supplies and equipment in the three "U-Clean-It" stations. At a minimum, the list of City of Oakland approved equipment and supplies presented to the City of Oakland staff will be maintained at all times.

## C. Public Outreach and Stewardship

#### Monthly Newsletter:

Consultant will prepare and distribute a monthly newsletter to encourage Lake Merritt volunteer activities. The Consultant and the City of Oakland staff will mutually agree on the style and format of the newsletter prior to the start of the contract.

The newsletter may include, but is not limited to, the following topics:

- Project updates
- Volunteer opportunities
- Upcoming events
- Scientific information
- Audubon columns
- Human interest topics
- What the public can do suggestions
- Monitoring data

The newsletter must be reviewed and approved by the City of Oakland staff prior to the distribution and release to the public.

#### Website Maintenance:

Consultant will maintain a website focused on Lake Merritt. Website should include similar topics presented in monthly newsletter described above. In addition to those items, the website may include, but is not limited to the following items:

- Volunteer opportunities
- Events calendar
- Website link to the City of Oakland and other sites to be determined by the City of Oakland
- the Lake Merritt newsletter
- "Best Management Practices for the reduction / elimination of non-storm water runoff
- Storm drain filter information

The website content must be reviewed and approved by the City of Oakland staff prior to the distribution and release to the public.

#### Bulletin Board Maintenance:

Consultant will maintain the six bulletin boards around the Lake Merritt shoreline and channel (shown on Figure 1). New information will be posted at least once per month, including messages that instill an ethic for clean water, volunteer opportunities, and information about Lake Merritt.

The bulletin board content must be reviewed and approved by the City of Oakland staff prior to the distribution and release to the public.

#### Stormwater Runoff Education and Outreach Program

The Consultant will perform a minimum of 12 Stormwater Runoff Education presentations and outreach programs to volunteers, schools, civic groups, neighborhood associations and the public in general to promote the reduction and/or elimination of storm and non-storm water runoff, to grow volunteerism and the litter collection program, and increase the overall amount of litter collection in the Lake Merritt watershed. Presentation and programs should also include scientific information (e.g. aquatic and bird information, lake characteristics, and etc.) about Lake Merritt, water quality, and what the public can do to keep Lake Merritt clean and reduce storm water runoff.

Training programs at elementary schools will be coordinated with the City of Oakland Clean Water Program.

#### D. Lake Merritt Water Quality Technical Committee

Consultant will participate in the City of Oakland's monthly Lake Merritt Water Quality Technical Committee meetings and appropriate workgroups, and assist the City in identifying ways to de-list Lake Merritt from the State of California 303d list of Impaired Water Body List.

### E. General Provisions and Clauses

#### Installation, Implementation, and Maintenance - Structures/Equipment

Consultant will receive approval from City of Oakland staff prior to installation and/or implementation of any equipment and/or structures in Lake Merritt and the Lake Merritt watershed.

Consultant approval process will include a submittal by the Consultant to City of Oakland staff for review and approval, and will provide basic information and regarding the structure/equipment such as:

- Reasoning for installation, implementation and maintenance of such structures/equipment
- Origin of structure/equipment (i.e. was it donated, purchased by City, etc.)
- Who will perform maintenance on the structure/equipment
- What will be the maintenance schedule

### Equipment and Supplies:

Consultant will obtain necessary equipment and supplies to provide for the efficient collection of litter by volunteers from Lake Merritt and the surrounding areas.

Consultant is responsible for maintaining an appropriate vehicle, fuel equipment, supplies and performing chemical analysis of the Lake.

Consultant will create an inventory log of all equipment and supplies currently in use for the Lake Merritt project. Future purchases of equipment and supplies will be added to the inventory list on a real-time basis.

All equipment and supplies purchased by the Consultant with City funds or donated to the City is the sole property of the City of Oakland.

#### Public Relations

Consultant will represent the City of Oakland at all times, and agrees to engage in publicity about the program that is positive and presents a positive image to the public.

Consultant further agrees to refrain from engaging in any communications or publicity activities, which are negative and may harm the image and reputation of the program, or the City.

Any and all publicity documents will be pre-approved by the City of Oakland staff prior to production and distribution to the public or any third party.

When speaking at non-City of Oakland events, the Consultant will announce that its statements and opinions are not necessarily those of The City of Oakland.

All City of Oakland contracted written materials and presentations will be promoted as "provided by the City of Oakland" or other approved language.

### Invoices and Reporting

The consultant must provide a monthly report to the City of Oakland that includes the following:

- Volumes (in pounds) of trash removed from the Lake on an average daily basis
- Total number of trash bags removed
- Number of volunteers and hours worked
- Locations, dates and description of audience for presentations, including school presentations
- Copy of all publicly distributed written materials, including the monthly newsletter
- Location and number of storm drain markers installed
- Condition and effectiveness of booms and fountains
- Maintenance activities performed on the aeration fountains/booms
- General information regarding special activities that month including Citywide clean-up events, after storm event volunteer activities, etc.

### Performance Standards

Consultant's performance will be measured on a quarterly basis, and will be based on the evaluation and analysis of the following items:

- Timeliness and completeness of Monthly Report
- Number of clean up events coordinated and performed after storm events
- Efficiency of operations and maintenance activities performed on the aeration fountains/booms (dollar amount vs. hours worked)
- Upkeep of u-clean it stations
- Number of volunteer hours ability to maintain or increase levels or volunteerism
- Performance at Creek to Bay Day and Earth Day
- Number of presentations conducted 12 presentations annually
- Quality of presentation of newsletters and other written materials for public distribution
- Participation in the Lake Merritt Water Quality Committee
- Distribution of the monthly newsletter
- Number of Storm Drain Markers installed
- Performance on assigned pilot project monitoring
- General performance on communication and coordination with City of Oakland staff
- Compliance with general provisions of contract including review of public documents

## Re-Negotiation of Extension of Contract

If the performance standards are met to the satisfaction of City, the City may re-negotiate the scope of work for a two-year extension of the initial Clean Lake Professional Services Agreement between April 1, 2009 and June 30, 2009. Should a contract extension be granted to the Consultant, the contract agreement will be extended through June 30, 2011.



RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A TWO YEAR AGREEMENT FROM JULY 1, 2007 TO JUNE 30, 2009 WITH THE LAKE MERRITT INSTITUTE FOR PROFESSIONAL SERVICES TO PROVIDE CLEANUP, MAINTENANCE, MONITORING, VOLUNTEER COORDINATION, AND TECHNICAL ASSISTANCE AT LAKE MERRITT IN AN AMOUNT NOT TO EXCEED THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000), AND TO EXTEND THE INITIAL CONTRACT PERIOD (JULY 1, 2007 TO JUNE 30, 2009) AN ADDITIONAL TWO YEARS (THROUGH JUNE 30, 2011) IF THE PERFORMANCE STANDARDS IN THE SCOPE OF WORK ARE MET.

WHEREAS, the highly visible trash in Lake Merritt is the cause of many citizen complaints and the debris, if not collected and disposed of, will have an adverse effect on not only the Lake's water quality, but on the image of the City of Oakland; and

WHEREAS, the City Council finds that this contract will increase efforts to de-list Lake Merritt from the State of California 303d list of "Impaired Water Bodies" for high levels of trash and low levels of dissolved oxygen, to fulfill the State of California Regional Water Quality Control Board requirements of the City of Oakland, and to avoid Federal and State Clean Water Act violations and penalties; and

**WHEREAS**, the City Council finds that this contract is for services of a professional, scientific, or technical nature and they further economy and promote the delivery of comprehensive services to Lake Merritt; and

WHEREAS, the City Council finds that this contract shall not result in the loss of employment or salary by any person having permanent status in the competitive service; and

WHEREAS, the Consultant's performance will be measured on a quarterly basis, and will be based on the review and evaluation of established performance standards; now, therefore be it

**RESOLVED:** That the City Administrator is hereby authorized to enter into a contract agreement with the Lake Merritt Institute for professional services for volunteer coordination, trash cleanup, operations and maintenance, monitoring, technical assistance, and public outreach at Lake Merritt and in the Lake Merritt Watershed from July 1, 2007 to June 30, 2009 for a total contract amount not-to-exceed three hundred twenty thousand dollars (\$320,000); and be it

**FURTHER RESOLVED:** That the City Administrator is hereby authorized to extend the initial contract period (July 1, 2007 to June 30, 2009), an additional two years, through June 30, 2011, if the performance standards stated above are met with satisfaction; and be it

**FURTHER RESOLVED:** That the City Administrator is hereby authorized to enter into the contract with the LMI Team beginning on July 1, 2007, and is further authorized to approve any subsequent amendments to or extensions of said agreement including a two-year contract extension from July 1, 2009 to June 20, 2011 period (conditional on available funding), provided that such amendments or extension shall be filed with the City Clerk's Office; and be it

**FURTHER RESOLVED:** That a copy of said Agreement will be on file in the Office of the City Clerk, in the City of Oakland, and will be approved by the Office of the City Attorney.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_\_

### PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE

NOES -

ABSENT -

**ABSTENTION -**

ATTEST: \_\_\_\_

LaTonda Simmons City Clerk and Clerk of the Council of the City of Oakland, California