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OFFICE OF THE CITY CLERK
OAKLAND

2008 DEC 22 PM 4:20

CITY OF OAKLAND

AGENDA REPORT

Office of the City Administrator

ATTN: Dan Lindheim

FROM: Office of Personnel and Resource Management

DATE: January 13, 2009

RE: **Resolution Authorizing the City Administrator to Waive the Request for Proposals Process and Execute a Professional Service Contract Between the City of Oakland and Burke, Williams & Sorensen, LLP to Conduct Negotiations with the International Association of Firefighters in an Amount Not to Exceed Two Hundred and Fifty Thousand Dollars (\$250,000) Beginning June 1, 2008 and Ending When Negotiations Are Complete**

SUMMARY

Staff has prepared a Resolution authorizing the City Administrator to waive the competitive Request For Proposals (RFP) process and execute a Professional Services Contract between the City of Oakland and Burke, Williams & Sorensen, LLP to conduct negotiations with the International Association of Firefighters (IAFF) in an amount not to exceed \$250,000 beginning June 1, 2008 and ending when negotiations are complete.

The Memorandum of Understanding between the City and the firefighters' union (IAFF Local 55) expired on June 30, 2008 and is currently in a holdover status. Negotiation discussions regarding a new contract with IAFF Local 55 began in June 2008. The City Attorney originally retained Carol Stevens of Burke, Williams & Sorensen, LLP to represent that office at the negotiating table. Ms. Stevens was chief negotiator for the previous IAFF Local 55 MOU; and the prior City Administrator felt it would be cost effective for Ms. Stevens to act as both City Attorney representative and chief negotiator at the bargaining table. Because Ms. Stevens is also acting as the City's chief negotiator, staff were advised to bring this report and resolution to City Council for approval.

Waiver of the RFP process and timely execution of the contract are now required to allow Burke, Williams & Sorensen, LLP to continue negotiations and to meet and confer with IAFF in compliance with the "good faith" provisions of the *Meyers-Milias-Brown Act* (California Government Code Section 3500 et seq.) for timely communications. The company of Burke, Williams & Sorensen, LLP, and specifically, Carol Stevens, is uniquely qualified to conduct negotiations on the City's behalf because of her experience working with and for the City during previous negotiations.

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FISCAL IMPACT

Funding for the contract is available in the General Purpose Fund (1010), Citywide Activities Organization (90591), Services: Miscellaneous Account (54929). To date, \$149,703 has already been paid toward this contract.

BACKGROUND

For most of the past two decades, the City has been represented in its negotiations with the City's bargaining units by outside negotiators. This has remained true in recent years. Since June 2005, the City has retained three firms in this capacity: Renne, Sloan, Holtzman, Sakai, LLP; Kay and Stevens; and Burke, Williams & Sorensen, LLP. Jonathan Holtzman, of Renne, Sloan, Holtzman, Sakai, LLP was the chief negotiator for Police negotiations on the City's contract with the Oakland Police Officers' Association (OPOA). Mr. Holtzman also assisted with the Interest Arbitrations and other labor negotiations with OPD, served as chief negotiator on the City's contract with Police Management Association, and assisted the City in negotiating the recent revision of its Civil Service Rules with miscellaneous employees' unions.

City Payments/Contracts for Outside Labor Negotiators Since June 1, 2005

Firm	Negotiations	Dates	Amount
Renne, Sloan, Holtzman, Sakai, LLP	OPOA Contract	Jan 2006 – Dec 2008	470,028
Renne, Sloan, Holtzman, Sakai, LLP	Interest Arbitrations re: OPOA Contract & 12-hour shifts	Jun 2007 – Oct 2008	800,571
Renne, Sloan, Holtzman, Sakai, LLP	2008 Negotiations	Jan 2008 – Oct 2008	80,262
Renne, Sloan, Holtzman, Sakai, LLP	Police Management Assn Contract	Feb 2008 – Aug 2008	29,738
Renne, Sloan, Holtzman, Sakai, LLP	Miscellaneous Employees' Unions Contracts	Oct 2008 (current)	213,000 (contract)
Renne, Sloan, Holtzman, Sakai, LLP	Civil Service Rules	Jan 2007 – Oct 2008	222,198
Kay & Stevens	IAFF Negotiations	Apr 2007 – Sep 2007	27,492
Burke, Williams & Sorensen, LLP	IAFF Negotiations	Jun 2008 (current)	250,000 (contract)
TOTAL			2,093,289

The City has settled its negotiations with the two Police bargaining units and is currently negotiating with all of its other representation units. Memoranda of Understanding with the Miscellaneous Employees' unions and IAFF Local 55 expired June 30, 2008. OPRM does not

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have sufficient capacity on staff to cover all these negotiating tables and meet the daily employee relations workload.

The Memorandum of Understanding between the City and the firefighters' union (IAFF Local 55) expired on June 30, 2008 and is currently in a holdover status. Negotiation discussions regarding a new contract with IAFF Local 55 began in June 2008. The City Attorney originally retained Carol Stevens of Burke, Williams & Sorensen, LLP to represent that office at the negotiating table. Ms. Stevens was chief negotiator for the previous IAFF Local 55 MOU; and the prior City Administrator felt it would be cost effective for Ms. Stevens to act as both City Attorney representative and chief negotiator at the bargaining table. Because Ms. Stevens is also acting as the City's chief negotiator, staff were advised to bring this report and resolution to City Council for approval.

KEY ISSUES AND IMPACTS

Staff recommends waiving the competitive RFP process because the company of Burke, Williams & Sorensen, LLP, and specifically, Carol Stevens, is uniquely qualified to conduct negotiations on the City's behalf because of her experience working with and for the City during previous negotiations.

Waiver of the RFP process and timely execution of the contract are required to allow Burke, Williams & Sorensen, LLP to continue to meet and confer with IAFF Local 55 in compliance with the "good faith" provisions of the *Meyers-Milias-Brown Act* (California Government Code Section 3500 et seq.) for timely communication.

The proposed contract includes all of the language and exhibits of a standard Professional Services Contract with the City. Under the proposed Scope of Work, Carol Stevens would be the Chief Negotiator for the City in negotiating the MOU with IAFF Local 55. She is responsible for developing a negotiating strategy; communicating with elected officials and City management for direction and input throughout negotiations; leading the bargaining team at the table, including proposal and counterproposal development and costing; preparing the final negotiated contracts; providing training to City management and departments on new and revised provisions in the adopted contract; and conducting impasse processes, if necessary.

SUSTAINABLE OPPORTUNITIES

There are no direct economic opportunities or environmental and social equity impacts resulting from this action.

DISABILITY AND SENIOR CITIZEN ACCESS

The proposed contract does not impact disability and senior citizen access.

RECOMMENDATION AND RATIONALE

Staff recommends that the City Council authorize the City Administrator to waive the competitive Request For Proposals (RFP) process and execute a Professional Services Contract between the City of Oakland and Burke, Williams & Sorensen, LLP to conduct negotiations with the International Association of Firefighters (IAFF) in an amount not to exceed \$250,000 beginning June 1, 2008 and ending when negotiations are complete.

Staff makes this recommendation based on its assessment that the proposed contract will provide the best available service for the City's labor negotiations process.

ACTION REQUESTED OF THE CITY COUNCIL

Staff requests that the City Council approve the Resolution.

Respectfully submitted,

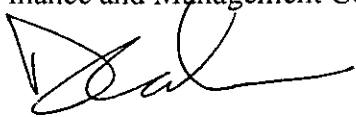


William E. Noland, Director
Finance and Management Agency

Reviewed by:
Marcia Meyers, Director of Personnel
Office of Personnel Resource and Management

Prepared by:
Kip Walsh, Administrative Services Manager II
FMA Administration

Approved and Forwarded to the
Finance and Management Committee:



Office of the City Administrator

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Finance and Management Committee
January 13, 2009

DRAFT

OAKLAND CITY COUNCIL

FILED
OFFICE OF THE CITY CLERK
OAKLAND

City Attorney

2008 DEC 22 PM 4:20

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO WAIVE THE REQUEST FOR PROPOSALS PROCESS AND EXECUTE A PROFESSIONAL SERVICE CONTRACT BETWEEN THE CITY OF OAKLAND AND BURKE, WILLIAMS & SORENSEN, LLP TO CONDUCT NEGOTIATIONS WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS IN AN AMOUNT NOT TO EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) BEGINNING JUNE 1, 2008 AND ENDING WHEN NEGOTIATIONS ARE COMPLETE

WHEREAS, the City of Oakland wishes to enter into a contract agreement with Burke, Williams & Sorensen, LLP to conduct negotiations with the International Association of Firefighters (IAFF Local 55); and

WHEREAS, the Memoranda of Understanding with IAFF Local 55 expired on June 30, 2008 and is currently in a holdover status; and

WHEREAS, the City's Purchasing Ordinance, (Oakland Municipal Code ("OMC") Chapter 2.04) requires that the City conduct a competitive process (Request for Proposals/ Request for Qualifications) for professional services contracts in excess of \$25,000 (OMC section 2.04.051(A)); and

WHEREAS, the completion of the competitive Request for Proposals process would delay the negotiations; and

WHEREAS, the City's Purchasing Ordinance provides that upon a finding by the City Council that it is in the best interests of the City, the City Council may waive the requirement for an RFP or RFQ process; and

WHEREAS, it is necessary that the City enter into a contract immediately so that the City will be able to meet and confer with the affected union in order to be in compliance with the "good faith" provisions of the *Meyers-Milias-Brown Act* (California Government Code Section 3500 et seq.) for timely communication; and

WHEREAS, based on the foregoing, it is in the City's best interests to waive the competitive Request for Proposals process so as to obtain the services of a Chief Negotiator who has recently served the City thereby ensuring that the City's interests are clearly known and well-represented at the bargaining table and that the City complies with its obligations under the Meyers-Milias Brown Act to conduct negotiations in good faith; and

WHEREAS, Burke, Williams & Sorensen, LLP, and specifically, Ms. Carol Stevens, is uniquely qualified to conduct negotiations on the City's behalf because of her experience working with and for the City during previous negotiations; and

WHEREAS, the City Council finds that the service is professional in nature; and

WHEREAS, the City Council finds that the service is temporary, for the period of June 1, 2008 through completion of negotiations, which are expected to conclude within one year of the contract start date; and

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

WHEREAS, funds have been identified in the adopted FY 2007-2009 budget in the General Purpose Fund (1010), Citywide Activities Organization (90591), Miscellaneous Services Account (54929); now, therefore, be it

RESOLVED: Pursuant to the Oakland Municipal Code Section 2.04.51.B and based on the information set forth in this resolution and in the City Administrator's report accompanying this item, the City Council finds and determines that it is in the City's best interest to waive the competitive Request for Proposals process for procurement of a professional services contract to conduct negotiations with the International Association of Firefighters; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to execute a Professional Service Contract between the City of Oakland and with Burke, Williams & Sorensen, LLP to conduct negotiations with the International Association of Firefighters in an amount not to exceed two hundred and fifty thousand dollars (\$250,000) beginning June 1, 2008 and ending when negotiations are complete; and be it

FURTHER RESOLVED: That the agreement authorized hereunder is subject to City Attorney approval for form and legality and shall be placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 2009

PASSED BY THE FOLLOWING VOTE:

AYES -

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____

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

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE
CITY OF OAKLAND
AND
BURKE, WILLIAMS & SORENSEN, LLP

Whereas, the City Council has authorized the City Manager to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now, therefore, the parties to this Agreement covenant as follows:

1. Parties And Effective Date

This Agreement is made and entered into as of June 1, 2008, between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and Burke, Williams & Sorensen, LLP, 444 South Flower Street, Suite 2400, Los Angeles, California 90071-2953 ("Contractor").

2. Scope Of Services

Contractor agrees to perform the services specified in Schedule A attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. Schedule A includes the manner of payment. The Project Manager for the City shall be Darryelle LaWanna Preston.

3. Time Of Performance

Contractor's services shall begin on June 1, 2008, and shall continue until complete.

4. Compensation And Method Of Payment

Contractor will be paid for performance of the entire scope of work set forth in Schedule A an amount not to exceed \$250,000. If the scope of service changes and the budget must be adjusted, the City must approve a modification to this Agreement in writing before any expenses in excess of \$250,000 are incurred. Payment at the rates stated in Schedule A, shall be due upon completion and acceptance of the services, at which time Contractor shall submit an invoice. Invoices shall state a description of the services completed and the amount due. Contractor shall submit an initial invoice no later than July 23, 2008, and monthly thereafter until the services have been performed or this Agreement is terminated.

5. Independent Contractor

a. Rights And Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in Schedule A.

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed.

c. Payment Of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials, And Equipment

Contractor will supply all tools, materials, and equipment required to perform the services under this Agreement.

f. Cooperation Of The City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary Or Confidential Information Of The City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

7. Ownership Of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to the labor contracts created pursuant to this Agreement.

9. Audit

Contractor shall maintain: (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received

under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall: (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

Contractor agrees that nonprofit organizations receiving \$100,000 or more from the City in any twelve-month period must secure a single audit covering all City-funded activities. To the extent feasible, contractor should procure its audits from small and local businesses. In its agreements with subcontractors, Contractor shall maintain the authority to audit, examine or review all financial and performance records of subcontractors. City maintains the right to request Contractor to perform, or cause to be performed, such audit, examination or review of subcontractors' records. A copy of any audit covering this contract or related subcontracts shall be submitted to the City within thirty (30) days after its receipt by Contractor.

10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make

reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

13. Title Of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. The Contractor shall, upon expiration of termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

14. Conflict Of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a

member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090, et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$1,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$1,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$250 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700, et seq.).
- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of

that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies And Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may: (1) suspend payments under this Agreement; (2) terminate this Agreement; (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

15. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment

without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- c. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

16. Local, Small Business Enterprise Program (LSBE)

- a. For contracts exceeding \$15,000, Contractors utilizing subcontractors shall comply with the LBE/SLBE goals or demonstrate compliance with all good faith effort requirements of the City's Professional Services Contract Program. Additionally, opportunities for training and employment shall be given to residents of the City of Oakland.
- b. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D ("Ownership Ethnicity and Gender Questionnaire") and Schedule E ("Project Consultant Team") attached and incorporated herein and made a part of this Agreement.
- c. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- d. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Manager will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

- e. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

17. Living Wage Requirements

This Agreement is subject to the Living Wage Ordinance of Chapter 2.28 of the Oakland Municipal Code and its implementing regulations if it is for an amount of \$25,000.00 or more, or if it is amended to increase the contract amount by \$25,000.00 in any twelve-month period thereafter. The Ordinance requires among other things, submission of the Declaration of Compliance attached and incorporated herein as Schedule N and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Contractor provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$10.39 with health benefits or \$11.95 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.25 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family

illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) – Contractor shall inform said employees who earn less than \$12.00 per hour that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

18. City Of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as Schedule O.

19. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in Schedule Q. Schedule Q is attached hereto and incorporated herein by reference.

20. Indemnification

Contractor shall protect, defend (with counsel acceptable to City), indemnify and hold harmless City, its councilmembers, officers, employees and agents from any and all actions, causes of actions, claims, losses, expenses (including reasonable attorneys' fees and costs) or liability (collectively called "Actions") on account of damage of property or injury to or death of persons arising out of or resulting in any way from work performed in connection with this Agreement by Contractor, its officers, employees, subconsultants or agents.

Contractor acknowledges and agrees that it has an immediate and independent obligation to defend City, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to Contractor by City and continues at all times thereafter.

All of Contractor's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

21. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

22. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

23. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

24. Termination On Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2009.

25. Abandonment Of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

26. Validity of Contracts

The Oakland City Council must approve all agreements greater than \$250,000.

This Agreement shall not be binding or of any force or effect until signed by the City Manager or his or her designee and approved as to form and legality by the City Attorney or his or her designee.

27. Governing Law

This Agreement shall be governed by the laws of the State of California.

28. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)

City of Oakland
150 Frank H. Ogawa Plaza
Oakland, California 94612-2019

(Contractor)

Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, California 90071-2953

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

29. Entire Agreement Of The Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

30. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

31. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and

effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

32. Time Of The Essence

Time is of the essence in the performance of this Agreement.

33. Commencement, Completion, And Close-out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

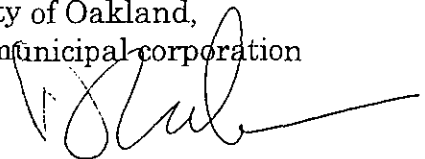
34. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

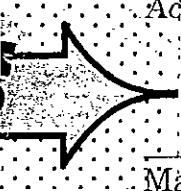
35. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

City of Oakland,
a municipal corporation



Dan Lindheim (Date)
Acting City Administrator



Marcia Meyers (Date)
Director of Personnel Resource
Management

Approved as to form and legality:



(City Attorney's Office Signature)

* Resolution Number

Daphne Annet 10-28-08
Daphne M. Annet (Date)
Burke, Williams & Sorensen, LLP

M. Carol Stevens 10/27/08
M. Carol Stevens (Date)
Burke, Williams & Sorensen, LLP

27996361
Business Tax Certificate No.

Resolution Number
11/24/08

(Date)

SCHEDULE A: SCOPE OF SERVICES

The firm of Burke, Williams & Sorensen, LLP agrees to provide support and lead negotiation services in the negotiation of the successive Memoranda of Understanding between the City of Oakland and the International Association of Firefighters, Local 55.

These services are to commence on or about June 1, 2008, and are to continue until the MOU is completed and signed, with services not to exceed the cost of \$250,000, unless further authorization is obtained through Resolution of the City Council.

Burke, Williams & Sorensen, LLP agrees that any matters that arise in the course of negotiation that could be considered legal in nature must be discussed and reviewed by the Office of the City Attorney of the City of Oakland.

Burke, Williams & Sorensen's hourly rates are:

2008 PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

Lead Partner.....	\$325 – \$375
Partner.....	\$280 – \$295
Attorney.....	\$200 – \$280
Senior Paralegal.....	\$145
Paralegal.....	\$110

2008 HOURLY RATES FOR CITY OF OAKLAND

For IAFF, Local 55 Negotiations Only

(Hourly Rates)

All Attorneys.....	\$275
--------------------	-------

Burke, Williams & Sorensen, LLP prepares a consumer oriented and itemized bill on a monthly basis. The bill describes the services performed, the names of the individuals who performed the work, and the amount of time spent on each item. In addition, Burke, Williams & Sorensen, LLP normally bills for our travel time and necessary and incidental expenses and costs, such as photocopies.

Schedule C-1

“DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT”

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

I certify that I will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. *If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.*



SCHEDULE D
OWNERSHIP, ETHNICITY and GENDER
QUESTIONNAIRE

Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm or Individual Name Burke, Williams & Sorensen, LLP Phone (213) 236-0600
 Street Address 444 So. Flower St., #2400 City Los Angeles State CA Zip 90071 Federal ID # 95-1705973
 City of Oakland Business License Number pending Completed by: April Van Wye, CAO Phone if different from above above

(Please check one and explain below)

- Self Employed, Name of Owner _____ Corporation, State of Incorporation _____
 Partnership, General or Limited LLP Names of Partners Please see attached.
 Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners	1			13		1	
% Of Total Ownership	6.5			87		6.5	
Women				4			
Joint Venture Ownership							

Part II: CERTIFICATIONS

Please attach a copy of the certification letter or provide the certification number and expiration date.

Minority-owned Business Enterprise (MBE) Cert # _____ Expiration Date: _____
 Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____
 Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____
 Oakland Certified Local Business Enterprise Cert # _____ Expiration Date _____
 Other _____ Cert # _____ Expiration Date _____

Part III: Ethnicity and Gender of Employees

Employment Category	Total Employees	Oakland Residents	Male					Female					
			African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic
Project Management													
Professional	74		2			35	3		1		2	28	3
Technical	4					4							
Clerical	54				2	2	2		2	1	5	26	14
Trades													

AFFIRMATIVE ACTION INFORMATION I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable.

I declare under penalty of perjury that the foregoing is true and correct. Signature

Daphne M. Anneet

Daphne M. Anneet

Title Partner

Date 10-01-08

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.

SCHEDULE E

PROJECT CONSULTANT TEAM LISTING

N/A



To be completed by prime consultants only.

Date _____

Company Name: Burke, Williams & Sorensen, LLP

Signed: _____

Note:
 The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
N/A										

Attach additional page(s) if necessary.
 Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.
 * (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)
 ** (M = Male) (F = Female)

PROGRESS PAYMENT FORM FOR PRIME CONTRACTORS/CONSULTANTS, SUBCONTRACTORS/SUBCONSULTANTS AND SUPPLIERS/SERVICES

Project Number:		Name of Prime Contractor/Consultant: Burke, Williams & Sorensen, LLP				
Project Name:		Address:				
		545 Middlefield Road, Suite 180				
		Menlo Park, CA 94025				
		Phone & Fax: T-650-327-2672 F-650-688-8333				
Subcontractors / Subconsultants & Suppliers/Services	Original Contract Amount	Change Order \$ Amounts	Total Contract Amount	Total Payment to date	Payment for this period	Balance Remaining in Project
N/A						

Under penalty of perjury the undersigned agrees that the forgoing information is true and correct.

Signature and Title: *Daphne Anneet* Daphne M. Anneet, Partner

*Please fax (510-238-3363) or email (cces@oaklandnet.com) a copy to Contract Compliance & Employment Services

FOR CITY USE ONLY

Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.

Date _____

City Attorney/Assistant City Attorney/
Deputy City Attorney

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor Burke, Williams & Sorensen, LLP
SSN or Corporate Taxpayer ID No. of Contractor 95-1705973

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: IF YOU ARE A CORPORATION, YOU NEED NOT COMPLETE THE REMAINDER OF THIS QUESTIONNAIRE IF YOU RETURN IT SHOWING, ABOVE, YOUR CORPORATE FEDERAL TAXPAYER NUMBER AND ATTACHING A COPY OF YOUR CERTIFICATE OF CORPORATE GOOD STANDING ISSUED BY THE STATE OF CALIFORNIA.

	2008	Yes	No
1. Have you performed services for the City in any year(s) prior to 199--? If yes, please indicate which years. <u>1995 - 2008 (Kay & Stevens)</u>		X	
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____			X
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. <u>Negotiations will be performed on City property, however, most of the work will be performed in our Menlo Park office.</u>		X	
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract _____			X
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____			X

Schedule M

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract. unknown		X
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. office supplies, computer equipment, etc.	X	
8. If your response to No. 7 is yes; has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		X
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any unreimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. Support staff, office operation, etc.	X	
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. 95-1705973 Federal; 142-3189-8 State	X	
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed. Numerous public agencies in California.	X	
12. Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. Numerous public agencies in California	X	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. Lloyd's of London	X	
14. Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)	X	
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		X
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. 545 Middlefield Road, Suite 180, Menlo Park, CA 94025	X	

Schedule M

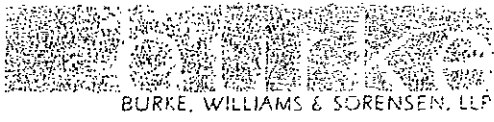
	Yes	No
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	X	
b. an existing business phone number other than your home number? (please indicate #) (650) 327-2672	X	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		X
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?	X	
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. Members, California State Bar Association	X	
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes. Burke, Williams & Sorensen, LLP has been in operation since 1927.	X	

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.

10-01-08
Date

Daphne Anneet
Contractor Daphne M. Anneet, Partner

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. Burke, Williams & Sorensen clearly is an independent contractor.



545 Middlefield Road - Suite 180
Menlo Park, California 94025-3471
voice 650.327.2672 - fax 650.688.8333
www.bwslaw.com



SCHEDULE N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

(For use by all city agencies and departments for procurement, and professional services contracts)

To be completed by the prime and subconsultants (including CFARs)

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$10.39 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$11.95 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance. **Effective July 1, 2008 the LWO rates will be \$10.83 with health benefits and \$12.45 without health benefits.**

- (a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
- (b) Health benefits –Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.56 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance. **Effective July 1, 2008, health benefits of at least \$1.62 per hour shall be paid to employees receiving the lower living wage rate of \$10.83.**
- (b) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) the 2007 Earned Income Tax Outreach Kit <http://www.cbpp.org/eic2008/>
- (d) To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City; and
- (e) Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

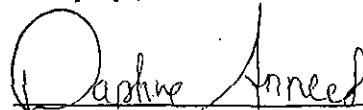
Burke, Williams & Sorensen, LLP
Company Name

545 Middlefield Road, Suite 180
Address Menlo Park, CA 94025

650
Area Code

327 -2672
Phone

Date


Signature of Authorized Representative

Daphne M. Anneet
Type or Print Name

Partner
Type or Print Title

Employment Questionnaire

Please provide responses to the following questions:

Item No.	DESCRIPTION	RESPONSE	COMMENTS
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)	132	
2.	How many of your permanent employees are paid above the Living Wage rate.	132	
	How many of your permanent employees are paid below the Living Wage rate.	0	
3.	Number of compensated days off per employee (Refer to item "a" on the other side of the form for the correct number of compensated days off.	20	
4.	Number of trainees in your company?	0	
5.	Number of employees who are under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	0	

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS Schedule O

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an Original Revised form (check one). If original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name Burke, Williams & Sorensen, LLP Phone 650-327-2672

Street Address 545 Middlefield Road, Ste. 180 City Menlo Park, State CA Zip 94025

Type of Submission (check one) Bid Proposal Qualification Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name N/A Phone _____

Street Address _____ City _____, State _____ Zip _____

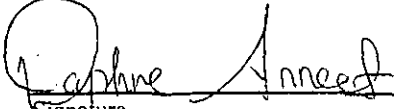
The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.


Signature

10/01/08
Date

Daphne M. Anneet
Print Name of Signer

Partner
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: ___/___/___ By _____

Date Entered on Contractor Database: ___/___/___ By _____

Schedule P

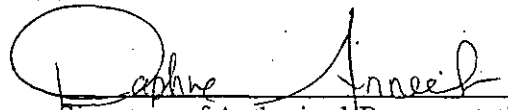
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that: A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1 and Schedule P's stated conditions.

10.01.08
Date


Signature of Authorized Representative

Burke, Williams & Sorensen, LLP
Company Name

Daphne M. Anneet
Type or Print Name

545 Middlefield Road, Suite 180
Address

Partner
Type or Print Title

Menlo Park CA 94025
City State Zip

danneet@bwsllaw.com
Email

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2008

PRODUCER PRIMARY & EXCESS INS SERVICES, INC. EMAIL: BESSEY@PRIMARYINS.COM PO BOX 2002 EMAIL: BESSEY@PRIMARYINS.COM		805.493.5401	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED BURKE, WILLIAMS & SORENSEN, LLP 444 S. FLOWER ST., SUITE 2400 LOS ANGELES, CA 90071			
INSURERS AFFORDING COVERAGE			NAIC #
INSURER A: HARTFORD CASUALTY COMPANY			
INSURER B:			
INSURER C: UNDERWRITERS AT LLOYDS, LONDON			
INSURER D:			
INSURER E:			

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDITIONAL INSURED <input checked="" type="checkbox"/> SEE REMARKS (1) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input checked="" type="checkbox"/> LOC	72 UUN UR 4713 FORM HG 0001 0605	8/1/2008	8/1/2009	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS, COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72 UUN UR 4713	8/1/2008	8/1/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY, EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	72 XHU UR 1585	8/1/2008	8/1/2009	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER:	** SPECIFIC EMPLOYERS' CERTIFICATE IS ISSUED BY ISU / STANTON INS **	4/1/2008	4/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE, EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE, POLICY LIMIT	\$ 1,000,000
C		LAWYERS PROFESSIONAL LIABILITY INSURANCE	BO 595 EO 600990 2008	1/15/2008	1/15/2009	LIMIT: \$10,000,000 PER CLAIM AND ANNUAL AGGREGATE; SIR: \$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

NOTE (1) GENERAL LIABILITY POLICY EXCLUDES PROFESSIONAL SERVICES - REFER TO LAWYERS PROFESSIONAL LIABILITY POLICY. NOTWITHSTANDING THE EXCLUSION IN NOTE (1), PARTIES WITH WRITTEN CONTRACTS WITH INSURED ARE AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED UNDER HARTFORD'S COMMERCIAL GENERAL LIABILITY POLICY FORM HG 0001 0605, INCLUDING PROVISIONS FOR PRIMARY / NON-CONTRIBUTORY INSURANCE, SEPARATION OF INTERESTS, AND WAIVER OF SUBROGATION TO THE EXTENT THAT COVERAGE MAY BE PROVIDED UNDER THAT POLICY.

CERTIFICATE HOLDER

CANCELLATION

CITY OF OAKLAND, ETAL
MAILING ADDRESS TO BE PROVIDED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
/s/ John A. Bessey, CPCU



City of Oakland

SCHEDULE T CONTRACT SUMMARY TRANSMITTAL*

FOR USE BY ALL CITY AGENCIES AND DEPARTMENTS FOR PROCUREMENT, CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1. Agency: Finance and Management Agency Department: Office of Personnel Resource Management
2. Project Name: Fire MOU Negotiations Project Amount: \$250,000.00
3. Budget / Funding: (** Multiple Funding Sources - Complete Additional Funding Section on Page 2)
Fund #: _____ Org #: _____ Account #: _____ Project #: _____ Program #: _____ Encumbrance Amount \$: _____
4. Project Manager / Responsible Employee Name: Darryelle LaWanna Preston
Title: Human Resources Manager Phone: 238-6466 email: dipreston@oaklandnet.com
5. Supervisor / Direct Report or Alternate Employee Contact:
Name: Marcia Meyers Phone: 238-6450 email: mmeyers@oaklandnet.com
6. Consultant / Contractor Name: Burke, Williams & Sorensen, LLP
Address: 545 Middlefield Road, Suite 180, Menlo Park, CA 94025-3471 Phone: 650-327-2672 email: cstevens@bwslaw.com
7. Type of Contract (Mark X): Professional Service: Construction: _____ Commodities: _____ Technology: _____
8. Statement of Contract Goal / Purpose: Fire Negotiations for Memorandum of Understanding
9. Actual or Estimated Notice To Proceed (NTP) Date: _____ Estimated Completion Date: _____
10. Resolution Number: _____ Resolution Date: _____
11. Location of the Contract Documents: OPRM Administration

THIS PORTION MUST BE COMPLETED BY THE AGENCY / DEPARTMENT AND/OR THE PROJECT MANAGER

Insert language below regarding the evaluation of performance and/or audit requirements. For example: This contract is subject to an independent audit initiated by the City of Oakland and/or this contract will be evaluated quarterly according to the deliverables defined below. Please attach separate sheets if required.

Performance, Inspection, Fiscal Reporting and Audit Requirements	
Performance Evaluation:	
Inspection Requirement:	
Fiscal Reporting Requirement:	
Audit Requirement:	

Deliverables	Date Due	Completion Date	Responsible Source (Prime, Sub, Supplier, Other)	Performance
1				
2				
3				

City Representative: _____ <small>(Please Print)</small>	Date: _____
City Representative Signature: _____	

City Clerk: _____ <small>(Please Print)</small>	Date: _____
City Clerk Signature: _____	

CONTRACT SUMMARY TRANSMITTAL PROCEDURE

Note: This Contract Summary Transmittal form must be completed and attached to the signed Contract / Agreement

Note: Agency / Department - Project Managers are responsible and must ensure:
Contract Compliance and Employment Services performed the following:

- 1) Compliance Analysis
- 2) Equal Benefits Determination
- 3) Living Wage Determination

Note: Before submission of a Contract:

Schedule M (Part A and B) must be submitted to the City Attorney's Office for written approval

- 1) Consultant / Contractor must complete Schedule M – Part A
- 2) The City Agency / Department must complete Schedule M - Part B

Note: A photocopy of the completed Contract Summary Transmittal form must be attached to the first and final payment request:

- 1) Photocopy the front and back of the completed Contract Summary Transmittal form
- 2) Photocopy must be attached to the back-up documentation, on the first payment request and on the final payment request that is submitted to the Finance and Management Agency / Accounts Payable Section

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract: Send to the City Attorney's Office for First Review	11/13/08	VAL	11/25/08	
Contract: Send to the Consultant / Contractor				
Contract: Send to the City Attorney's Office for Final Signature				
Contract: Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract: Send to the Finance and Management Agency / Purchasing Division ***				
Contract: Send to the Agency / Department for Director's Signature				
Contract: Send to City Administrator's Office for Approval (for contracts over \$15,000)			DL 12/08/08	
Contract: Send to City Clerk's Office				

*** All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered
Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor

**Additional Funding Section

Fund Number	Organization Number	Account Number	Project Number	Program Number	Encumbrance Amount