

CITY OF OAKLAND
AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2003 NOV 25 PM 5:23

TO: Office of the City Manager
ATTN: Deborah Edgerly
FROM: Office of Parks and Recreation
DATE: December 9, 2003

RE: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PRODUCERS ASSOCIATES, INC. TO PROVIDE MUSICAL THEATRE AT WOODMINSTER AMPHITHEATER FOR A 5-YEAR TERM BEGINNING JANUARY 1, 2004 AND ENDING DECEMBER 31, 2008

SUMMARY

Staff has prepared a resolution authorizing the City Manager to execute an agreement with Producers Associates, Inc. (Producers) to provide traditional American musical theater at Woodminster Amphitheater for a 5-year term from 2004 through 2008 summer season. Producers has provided outdoor performances at Woodminster since 1967. A typical summer season consists of 3 different productions and there are 7 performances per month. Other groups may use Woodminster as long as it does not conflict with Producers' use and must be scheduled at a time mutually agreed upon. Some Oakland Unified School District graduation ceremonies are held in June at Woodminster.

FISCAL IMPACT

There is no fiscal impact on the General Fund. The City co-sponsors this program and OPR Custodians and Gardeners provide maintenance services to keep the venue clean and these services are budgeted in the Landscaping and Lighting Assessment District. Electricity and water costs are paid by the City. OPR collects parking revenue at Woodminster and this generates between \$500-\$600 per performance.

Producers does not pay rent to the City. The proposed agreement will impose a \$1.00 adult ticket surcharge that will be placed in an account (Fund 7999, Org. 501110, Acct. 48715) specifically for Woodminster maintenance and repairs. The ticket surcharge will generate approximately \$20,000 per year.

BACKGROUND

Producers was founded in 1967 by James and Harriet Schlader and the organization is dedicated to performing classic American musical theater. This unique art form has been a summer tradition at Woodminster and many patrons return each season to enjoy outdoor performances. The 2003 season featured "Kiss Me, Kate," "Evita" and "Singin' in the Rain."

Three productions are scheduled each season with the first starting in July, the second in August and the third in September. Woodminster is booked for Producers beginning in early June because set construction, lighting and sound testing begin. By late June, daily rehearsals are in full force and they continue into July. As soon as the first production is finished, the set construction and rehearsals for the second production begins and this repeats for the third production. There are very

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Social – Producers has built a stable patron base and this has enabled Producers to continue providing classic American musicals in Oakland. The tickets are reasonably priced and there is community support for musical performances at Woodminster.

Environmental – No environmental opportunities were identified related to this agreement.

DISABILITY AND SENIOR CITIZEN ACCESS

Woodminster Amphitheater is located on a hillside in Joaquin Miller Park but wheelchair access and a designated viewing area are available. Senior citizen (and youth) ticket discounts are available. A restroom renovation project that improved wheelchair accessibility and increased patron capacity was completed in September 2003 and this project was funded by Capital Improvement funds.

ACTION REQUESTED OF THE CITY COUNCIL

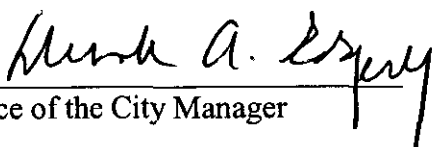
Staff recommends the City Council authorize the City Manager to execute an agreement with Producers Associates, Inc. to provide musical theater at Woodminster Amphitheater for a 5-year term ending December 31, 2008.

Respectfully submitted,



JAMES P. RYUGO
Interim Director
Office of Parks and Recreation

APPROVED AND FORWARDED TO
LIFE ENRICHMENT COMMITTEE:


Office of the City Manager

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PRODUCERS ASSOCIATES, INC.

Fee Schedule for use of Woodminster Amphitheater

A member of the Woodminster Tech Staff should be in attendance for any rental of the facility to insure the safety and successful facilitation of any program. The specific problems that may be encountered regarding electricity, plumbing, tech booth, concession booth, control booth, box office and backstage areas (dressing rooms, shop, and green room) all need a knowledgeable person on the site during any event.

Charge for this person(s): \$25.00 per hour per person

Use of the control booth: \$100.00 per event

Use of ticket booth: \$25.00 per event.

Use of concession booth, no equipment: \$100.00 per event

Equipment rental: coffee pots, popcorn maker, etc. to be negotiated.

Use of Producers Associates' sound equipment to be negotiated through Carol Davis who operates all of PAI's equipment.

Use of any lighting equipment to be negotiated based on the need and usage at least one month before the date of the event.

A rental fee for the use of a piano to be negotiated based on the need and usage at least one month before the date of the event.

The existing telephones are not to be used.

If lighting equipment needs to be hung, the rate will be \$25.00 per technician per hour, take down for lighting equipment will be billed at the same rate.

If the equipment is already hung, refocusing of the equipment for the event and after the event will be \$25.00 per technician per hour.

If the sound equipment needs to be installed before PAI needs to install it for their use, a fee of \$25.00 per technician, per hour will be charged. A cable needs to be run from the stage to the control booth in order to run sound equipment.

If the wooden floor needs to be installed in advance of the normal Woodminster Summer Musicals Season, it takes five technicians, four 8 hour days to do so. To remove it takes the same number of technicians and three (3) days to remove it and re-store it at \$25.00 per hour per technician. (The floor is in place for PAI the first week in June of each season and removed each week after the closing performance; Monday thru Wednesday or Thursday.

Use of PAI's computers, telephones, printers and backstage box office will not be available to anyone.

All fees will be paid to Producers Associates, Inc. in advance of the event, no later than one week before the event.

OFFICE OF THE CITY CLERK
2003 MAY 25 PM 5:24

OAKLAND CITY COUNCIL

B. Plebans

RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH PRODUCERS ASSOCIATES, INC. TO PROVIDE MUSICAL THEATER AT WOODMINSTER AMPHITHEATER FOR A 5-YEAR TERM BEGINNING JANUARY 1, 2004 AND ENDING DECEMBER 31, 2008

WHEREAS, Producers Associates, Inc. ("Producers") is a non-profit organization founded in 1967 dedicated to providing classic American musical theater at Woodminster Amphitheater; and

WHEREAS, Producers completed their successful 2003 season featuring "Kiss Me, Kate", "Evita" and "Singin' in the Rain"; and

WHEREAS, the current 5-year agreement between Producers and the City will expire December 31, 2003 and a proposed 5-year agreement has been prepared to cover the 2004 through 2008 summer season; and

WHEREAS, the proposed agreement is essentially the same as the previous agreement with the City co-sponsoring summer musical theater by providing the venue, custodial and maintenance support and collecting parking revenues; and

WHEREAS, Producers will collect a one dollar (\$1.00) ticket surcharge and submit payment to the City where it will be placed in a separate Woodminster Maintenance and Repair Fund; and

WHEREAS, Producers will be responsible for organizing, producing and managing three musical productions each summer season and submitting financial records to the City Auditor for review and oversight; and

WHEREAS, the Parks and Recreation Advisory Commission heard this matter at their September 10, 2003 meeting and unanimously endorsed the staff recommendation to execute an agreement with Producers; and

WHEREAS, Producers provides a valuable community program that is enjoyed by many Oakland and Bay Area residents and this type of program would not be possible without a collaboration between the City and Producers; now, therefore be it

RESOLVED: That the Oakland City Council authorizes the City Manager to execute an agreement with Producers Associates, Inc. to produce musical theater at Woodminster Amphitheater for a 5-year term beginning on January 1, 2004 and ending December 31, 2008; and be it

FURTHER RESOLVED: That the Office of the City Attorney has approved this resolution as to form and legality, and a copy will be on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20_____

PASSED BY THE FOLLOWING VOTE:

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

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____

CEDA FLOYD
City Clerk and Clerk of the Council
of the City of Oakland, California

AGREEMENT BETWEEN PRODUCERS ASSOCIATES, INC. AND CITY OF OAKLAND

THIS AGREEMENT, made and entered into this _____ day of _____ 2003, by and between PRODUCERS ASSOCIATES, INC., a nonprofit corporation, hereinafter called "PRODUCER" and CITY OF OAKLAND by and through its Office of Parks and Recreation, hereinafter called "CITY."

WITNESSETH:

WHEREAS, PRODUCER is a nonprofit corporation organized for the purpose of creating cultural interest in stage shows and other musical productions; and

WHEREAS, it is the mutual desire of the parties hereto that PRODUCER serve as an independent contractor and the CITY serve as co-sponsor for the purposes of organizing, developing, producing, presenting and promoting stage shows; i.e., musicals, comedies, dramas and light operas for the public, using the area within the fenced Woodminster Amphitheater at Joaquin Miller Park, Oakland, California, hereinafter known as "FACILITY" for the 2004, 2005, 2006, 2007 and 2008 summer seasons; now, therefore,

IN CONSIDERATION of the mutual promises herein contained the parties do hereby agree to the following terms and conditions:

1. Productions

- a. PRODUCER shall, as an independent contractor, organize, develop, produce, present and promote three (3) different musicals for a total of twenty-one (21) performances each season.
- b. In an effort to protect the name "Woodminster Amphitheater" which is owned by CITY and to protect the PRODUCER's name and logo, the PRODUCER's program will be called "Woodminster Summer Musicals" (hereinafter WSM) in all publicity, brochures, flyers, posters, letterhead and any other written or verbal communications.
- c. City of Oakland, Office of Parks and Recreation shall be named as a co-sponsor in all written promotional, publicity and advertising materials. Exceptions can be made for very small ads where there is insufficient space.
- d. During the term of this Agreement, PRODUCER shall acquire and pay all royalty and rental fees for such performances.
- e. PRODUCER shall pay for its telephone service, and any equipment, material, or other services necessary to carry out such performances, including but not limited to stage sets. PRODUCER shall also provide, and be responsible for publicity, advertising,

programs and tickets, non-structural maintenance and repairs, and personnel for all productions of the PRODUCER at the FACILITY.

2. Agreements

PRODUCER and CITY agree that this Agreement supercedes, extinguishes and voids all previous agreements, amendments, understandings or contracts between the parties hereto.

3. Term of the Agreement

The term of this Agreement is January 1, 2004 through December 31, 2008.

4. FACILITY Occupancy and Performance Schedule

PRODUCER shall have occupancy of the FACILITY for set construction, auditions, rehearsals and performances for the term of this Agreement pursuant to the schedule listed in Attachment A, attached hereto and incorporated by reference.

By February 1st the schedule and dates for the upcoming season will be determined. Patrons may suggest or provide input on future performances by casting ballots. Ballots will be included in the house program during the last program of each year or patrons can vote on Producer's website. Updated shows and schedules shall be submitted to the CITY as annual revisions to Appendix A and each annual revision shall be incorporated herein by reference.

5. FACILITY Scheduling and Reservations

The CITY shall be responsible for scheduling and reserving the FACILITY for any and all events, including but not limited to the WSM, and festivals, concerts, filming projects, graduation ceremonies and other activities presented by groups other than the PRODUCER. CITY shall notify PRODUCER immediately upon receipt of any request to use or schedule FACILITY during June 1st through September 15th.

Any and all requests for the use of the FACILITY by outside groups during the term of this Agreement shall be referred to the Director, Office of Parks and Recreation. Director and PRODUCER shall coordinate and minimize scheduling conflicts with outside groups.

6. Use of FACILITY by other Entities

Should the FACILITY be used by outside group(s) during the term of this Agreement, PRODUCER shall independently approve and assess any fees for use of PRODUCER-owned equipment. PRODUCER shall also independently approve and assess any fees for professional and/or technical services provided by PRODUCER to the outside group(s). Such equipment and services, plus fees, will be agreed to mutually by PRODUCER and

the outside group(s). The outside group(s) will be provided an "Optional Fee Schedule" an "Addendum to Woodminster Amphitheatre Rental Agreement" (Attachment B) for PRODUCER's services, such documents to be attached to hereto and incorporated by reference.

Should the FACILITY be used by outside group(s) during the term of this Agreement, PRODUCER's employees, contractors, volunteers, family members, etc., shall not have access to the FACILITY other than by prior agreement with the outside group(s) or by paid admission.

Should the FACILITY be used by outside group(s) during the term of this Agreement, CITY will instruct the outside group(s) not to use the PRODUCER's official name and/or logo in any written or verbal communications. The CITY will also instruct the outside group(s) to establish a separate working telephone number to handle inquiries from the public regarding ticket sales and/or other information relative to the event being presented.

CITY shall encourage the outside group to hire a PRODUCER staff member to help coordinate and facilitate the use of the FACILITY based upon the technical requirements such as lighting, sound system and patron services.

7. FACILITY Operations and Equipment Usage

Except as otherwise provided in this Agreement, CITY, not PRODUCER, will be responsible for overall management and operation of the FACILITY.

CITY shall make available to PRODUCER all areas within the fenced FACILITY, including lighting and sound booth, concession stands, dressing rooms, box office, workshop, stage, restrooms, and seating and storage areas, plus permanent illumination equipment and electrical lighting.

PRODUCER shall provide a list (Appendix C) of all lighting, sound equipment, concession equipment and other personal property belonging to PRODUCER. PRODUCER shall have the use of all other theater equipment, furnishings and other personal property owned by CITY and shall return the same in as good condition and repair as received, allowing for reasonable use and wear; and shall leave the FACILITY at the termination of the scheduled occupation in a clean and presentable condition with all such items neatly stored, or shall be liable to the CITY for the costs of such necessary repair or replacement.

8. FACILITY Utilities, Maintenance and Improvements

a. During the term of this Agreement, CITY shall provide general facility maintenance to include:

- (1) Janitorial services and materials for FACILITY, including regular servicing of the restrooms by the Office of Parks and Recreation;
 - (2) Cleanup of the FACILITY seating area prior to each performance and removal of accumulated trash and debris providing that such is placed by PRODUCER in containers and containers are placed in established area outside the FACILITY;
 - (3) General landscape maintenance;
 - (4) All utilities including water, natural gas, electricity and garbage;
 - (5) Rangers, or other parking attendants, for parking and traffic control on performance dates; and
 - (6) Directional signs and barricades essential to the comfort and safety of patrons.
- b. PRODUCER acknowledges and agrees to keep the FACILITY in a generally neat and orderly manner.
 - c. PRODUCER is not authorized to make any physical improvements at the FACILITY without prior City approval. PRODUCER must request in writing to the Director of Parks and Recreation any and all FACILITY improvements for approvals(s) no less than thirty (30) days prior to the proposed start date of the work.

9. Damage or Loss to Property

PRODUCER shall be liable to CITY for any and all loss and/or damage to CITY furnishings, property, equipment, etc., during the term of this Agreement, except on dates that the FACILITY is being used by outside group(s). Should PRODUCER take any performances off-site, no CITY furnishings, properties, or equipment may be removed without approval from the Director, Office of Parks and Recreation. PRODUCER shall return all borrowed furnishings, properties and equipment in good condition, allowing for reasonable use and wear, and will be liable for any loss and/or damage.

CITY shall not be answerable or accountable in any manner for any loss or damage that may occur to PRODUCER's properties, equipment, or materials during the term of this Agreement.

10. Storage of Materials and Equipment

PRODUCER and CITY will develop a system for storage of PRODUCER-owned costumes, props and other supplies and equipment when the FACILITY is being used by other group(s) during the term of this Agreement. All such items must be cleared from the two (2) dressing rooms and neatly stored by PRODUCER on such dates.

PRODUCER and CITY will also develop a system for storing PRODUCER-owned costumes, props, sets and other supplies and equipment following the end of each performance season.

PRODUCER also agrees to remove the wood flooring from the stage within five (5) days of the final performance of the WSM.

11. Concessions

During the term of this Agreement, PRODUCER, for its performances only, shall have the right to use, sublease or subcontract the existing concession stand only for serving food, beverages and other items. All proposed agreements for subleasing and/or subcontracting of concessions must be submitted to the Director, Office of Parks and Recreation for appropriate approval(s) at least sixty (60) days prior to the planned operation.

PRODUCER shall be responsible for proposing agreements with experienced vendors who will serve items in a sanitary, orderly and professional manner.

The proposed agreements must provide the following:

- a. Name, address, day/evening telephone of sublessee/subcontractor;
- b. Copies of health certificate(s) required by the Alameda County Health Services Agency;
- c. Adequate insurance coverage, including products liability as specified in this Agreement for PRODUCER;
- d. Other permits and licenses required by the CITY or other governmental entities including an Oakland business tax license; and
- e. List of all items to be sold and prices.

If PRODUCER subleases and/or subcontracts any concession, all applicable terms of this Agreement shall apply to each concessionaire.

All revenue generated by concessions must be included in the PRODUCER's annual financial statement submitted to CITY.

12. Facility Ticket Surcharge

PRODUCER shall assess facility surcharge of \$1.00 per adult ticket and a pro-rata facility surcharge on youth and senior tickets for the term of this agreement.

PRODUCER shall remit total funds collected from this surcharge to CITY within 30 days of the close of each season. Funds received will be deposited in a custodial account of the Friends of Oakland Parks and Recreation and shall be restricted to security, maintenance and minor capital expenses related to the Woodminster Amphitheater.

13. Admission Prices

PRODUCER acknowledges that the admission prices charged for the WSM during the 2004 season shall be:

<u>Adult Tickets</u>	<u>Season Tickets</u>
\$36.00 Box Seats	\$91.80 Box seats
\$30.00 Orchestra Seats	\$76.50 Orchestra Seats
\$26.00 Orchestra Side Seats	\$66.30 Orchestra Side Seats
\$18.00 Side Seats	\$45.90 Side Seats

\$2.00 discount on all single performance tickets for senior citizens, students and children under 16 years of age. \$2.00 discount on all single performance tickets for groups of twelve (12) or more. 50% discount on all single performance tickets for groups of twenty-five (25) or more on Thursdays and Sundays only.

The above prices are exclusive of any taxes; PRODUCER shall be responsible for payment of all taxes. Any and all admission price changes, special discounts and any other modifications must have prior approval by the Director, Office of Parks and Recreation. Changes in prices for future seasons shall be made by PRODUCER and submitted to CITY by February 1st. Such changes shall be included as Attachment C and incorporated herein by reference.

14. Financial Record Keeping

PRODUCER shall have an outside Certified Public Accountant review PRODUCER's financial records performed annually during the term of this Agreement which shall consist of a complete profit and loss statement, a balance sheet and a schedule of expenses. The cost of the financial review shall be the responsibility of PRODUCER. The outside Certified Public Accountant must be acceptable to the City Auditor. PRODUCER will follow generally accepted accounting procedures.

CITY shall have the right at all reasonable times and upon reasonable notice to inspect the books and records covering the operation of the 2004 through 2008. PRODUCER agrees to perform a complete financial review/audit of WSM operations at its own expense for

expense for the calendar year 2004 and must submit said financial review/audit to CITY within 30 days of completion.

PRODUCER will maintain a separate account or accounts wherein it shall deposit all monies received under any of the provisions of this Agreement and upon which account it shall draw all necessary expenditures.

15. Hold Harmless

PRODUCER agrees to save, indemnify, defend and hold harmless, CITY, its Councilmembers, directors, officers, agents, and employees from any and all losses, expenses (including reasonable attorney's fees), penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind of character arising out of or relating to any and all claims, suits, actions, liens, demands, obligations, proceedings, or causes of action of every kind and character for or on account of damage of property, injury or death of persons, or damages of any nature, accruing or resulting to any person, firm, corporation or entity due to or in connection with PRODUCER's negligent performance of this Agreement.

16. Insurance

PRODUCER shall obtain and keep in force all of the insurance coverage required hereunder and shall maintain the same at all times during the term of this Agreement. PRODUCER shall, at the time of the execution of the Agreement, file with the Director of the Office of Parks and Recreation copies of such policy, or policies, or good and sufficient certificates thereof. All policies or certificates shall be approved by the Office of the City Attorney and reviewed by the City's Risk Manager.

Said insurance shall cover the following:

- a. Workers' Compensation and Employer Liability insurance to cover PRODUCER's employees as required by the Labor Code of the State of California.
- b. Commercial General Liability insurance providing Comprehensive Bodily Injury and Property Damage Liability insurance coverage, including Products and Completed Operations Coverage and specifically including any liability assumed pursuant to paragraphs 4 and 5 of this Agreement hereunder, providing Bodily Injury and Property Damage limits of not less than \$1,000,000 (one million dollars) for each accident or occurrence, for claims that may arise from the acts of PRODUCER in the performance of this Agreement. Coverages provided may be in the form of aggregate coverage with prior approval of the City of Oakland's Risk Manager. Said Comprehensive Bodily Injury and Property Damage Liability insurance policy, or policies, shall include as named additional insureds the City of Oakland, Oakland Parks and Recreation Advisory Commission, and the CITY's councilmembers, officers, agents,

and employees, and shall contain a cancellation endorsement substantially in the following words:

It is understood and agreed that this policy may not be canceled nor the amount of coverage thereof be reduced until thirty (30) days after receipt by the Director of the Office of Parks and Recreation of the City of Oakland, of a written notice of such cancellation or reduction in coverage, as evidenced by receipt of a registered letter.

- c. Automobile Liability Insurance – providing Bodily Injury and Property Damage coverage in the amount of \$300,000 combined single limits for all vehicles used in conjunction with this Agreement. Additional insured requirement is to be the same as required for liability insurance, as described in Section b. above.

17. Notices

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

for the CITY: Director
 Office of Parks and Recreation
 1520 Lakeside Drive
 Oakland, CA 94612-4598

for PRODUCER: H. James Schlader
 Producers Associates
 3390 Sanborn Drive
 Oakland, CA 94602

18. Modifications

This Agreement may be modified by written agreement of all the parties.

19. Living Wage Ordinance

PRODUCER shall be required under this agreement to meet all requirements set forth in the City's Living Wage Ordinance (Ordinance No. 12050 C.M.S. passed on April 17, 1998). 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 PRODUCER 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 \$9.58 with health benefits or \$11.02 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. PRODUCER 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 employee policy, whichever is sooner. Paid holidays, consistent with established 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)** – PRODUCER 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. PRODUCER 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. PRODUCER 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** – PRODUCER shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. PRODUCER 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. PRODUCER shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

- h. PRODUCER shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. PRODUCER shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

20. Non Discrimination/Equal Employment Practices

PRODUCER 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, the PRODUCER agrees as follows:

- a. The PRODUCER and PRODUCER's subconsultants will not discriminate against any employee or applicant for employment because of sex, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or physical handicap. The PRODUCER and PRODUCER's subconsultants will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, sexual preference, race, creed, color, national origin, AIDS, ARC or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The PRODUCER agrees to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- b. The PRODUCER and PRODUCER's subconsultants will, in all solicitations or advertisements for employees placed by or on behalf of the PRODUCER, state that all qualified applicants will receive consideration for employment without regard to sex, sexual preference, AIDS, ARC, physical handicap, race, creed, color or national origin.
- c. If applicable, the PRODUCER will send to each labor union or representative of workers with whom PRODUCER has a collective bargaining Agreement or contract or understanding, a notice advising the labor union or workers' representative of the PRODUCER's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21. Local, Small Business Enterprise Program (LSBE)

- d. For contracts exceeding \$15,000 PRODUCER shall comply with the LBS/SLBE goals or fulfill 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.
- e. The PRODUCER shall submit information on Attachment "B" concerning the ownership and workforce composition of PRODUCER's firm as well as its subconsultants and suppliers. This information will be used for statistical purposes only.
- f. All affirmative action efforts of the PRODUCER are subject to tracking by the City. This information or data shall be used for statistical purposes only.

22. Non Assignment

This agreement is not assignable by PRODUCER.

23. Termination

Both parties may terminate this Agreement in whole or in part immediately for cause which shall include as an example but not as a limitation:

- a. Failure for any reason of PRODUCER or CITY to fulfill its obligation under this contract, including compliance with Federal, state and local laws and regulations;
- b. Failure to adequately perform the terms of this contract;
- c. Upon termination of this Agreement, all items of property belonging to PRODUCER shall be removed from the premises of the FACILITY. Items such as permanent illumination equipment, dimmers, seats, concession stand, and theater fixtures are the property of the CITY and shall not be removed by PRODUCER.

24. Independent Status

It is expressly agreed that in the performance of these services necessary to carry out this Agreement, the PRODUCER shall be, and is, an independent contractor, and is not an agent or employee of the CITY. PRODUCER has and shall retain the right to exercise full control and supervision of services, and full control over the employment, direction, compensation and discharge of all persons assisting PRODUCER in the performance of PRODUCER's services hereunder. PRODUCER 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 PRODUCER's own acts and those of PRODUCER's subordinates and employees.

25. PRODUCER Responsibilities

PRODUCER shall carry out its responsibilities, pursuant to this Agreement in accordance with all applicable federal, state and local laws.

This Agreement will take effect at such time as the Agreement is fully executed by an authorized officer of PRODUCER and the CITY.

26. Political Prohibition

Monies 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.

27. Religious Prohibition

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

28. Conflict of Interest

The following protections against conflict of interest will be upheld:

- a. PRODUCER certified that no member of or delegate of the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- b. PRODUCER certifies that no member, officer, or employee of 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.
- c. PRODUCER certifies that no one who has any financial interest in this Agreement or receives compensation for the services from PRODUCER is related by blood or marriage within the third degree to the Mayor or any one or more of the members of City Council, the CITY, City Manager, or the head of the department to which these services are to be provided pursuant to this Agreement.

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- d. PRODUCER shall incorporate, or cause to be incorporated, in all sub agreements for work to be performed under this agreement a provision prohibited such interests pursuant to the purposes of this section.

29. CITY of Oakland Campaign Contributions 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 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, PRODUCER must sign and date an Acknowledgment of Campaign Contributions Limits Form attached hereto and incorporated herein as Schedule O.

30. Nuclear Free Zone Disclosure

PRODUCER represents pursuant to Schedule P ("Nuclear Free Zone Disclosure Form"), that it is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, PRODUCER shall complete Schedule P, attached hereto.

31. Severability

If any term, covenant or condition hereof, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder hereof that application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant or condition hereof shall be valid and shall be enforced to the fullest extent permitted by law.

32. Business Tax Certificate

PRODUCER shall obtain and provide proof of a valid CITY business tax certificate. Said business tax certificate shall be valid prior to execution of the Agreement and shall remain valid until the conclusion of this Agreement.

A copy of PRODUCER'S Oakland business tax certificate is attached.

33. Governing Law

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

IN WITNESS WHEREOF, PRODUCER has caused its corporate name to be hereto subscribed and the seal to be affixed, and the CITY, by its Agency Director, has caused its name to be hereto affixed, the day and year first above written.

PRODUCERS ACCOCIATES, INC.
a nonprofit corporation

THE CITY OF OAKLAND
a municipal government

Producer

Office of the City Manager

APPROVED FOR FORWARDING:

APPROVED:

Office of Parks and Recreation

Office of the City Attorney

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Woodminster Theater Annie Rehearsal Schedule

June 2004

Crew

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Set Construction Crew 9AM - 5PM	2 Set Construction Crew 9AM - 5PM	3 Set Construction Crew 9AM - 5PM	4 Set Construction Crew 9AM - 5PM	5
6	7 Set Construction Crew 9AM - 5PM	8 Set Construction Crew 9AM - 5PM	9 Set Construction Crew 9AM - 5PM	10 Set Construction Crew 9AM - 5PM	11 Set Construction Crew 9AM - 5PM	12
13	14 Set Construction Crew 9AM - 5PM	15 Set Construction Crew 9AM - 5PM	16 Set Construction Crew 9AM - 5PM	17 Crew 9 - 5 <u>Annie</u> Rehearsals 4:00 - 10:30 PM	18 Crew 9 - 5 <u>Annie</u> Rehearsals 4:00 - 10:30 PM	19 <u>Annie</u> Rehearsals 10 AM - 5 PM
20 <u>Annie</u> Rehearsals 10 AM - 5 PM	21 Set Construction Crew 9AM - 5PM	22 Crew 9 - 5 <u>Annie</u> Rehearsals 4:00 - 10:30 PM	23 Crew 9 - 5 <u>Annie</u> Rehearsals 4:00 - 10:30 PM	24 Crew 9 - 5 <u>Annie</u> Rehearsals 4:00 - 10:30 PM	25 Crew 9 - 5 <u>Annie</u> Rehearsals 4:00 - 10:30 PM	26 <u>Annie</u> Rehearsals 10 AM - 5 PM
27 <u>Annie</u> Rehearsals 10 AM - 5 PM	28 Set Construction Crew 9AM - 5PM	29 Crew 9 - 5 <u>Annie</u> Rehearsals 7:30 - 10:30 PM	30 Crew 9 - 5 <u>Annie</u> Rehearsals 7:30 - 10:30 PM			

Woodminster Theater
Annie: Rehearsal
& Performance Schedule

July 2004 Crew TBA: Rehearsal Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				Crew 9AM - 5PM ¹ Annie Run-Thru 7:30 - 10:30	Crew 9AM - 5PM ² Annie Run-Thru 7:30 - 10:30	Annie Rehearsals 10 AM - 11 PM ³
Annie Rehearsals 10 AM - 11 PM ⁴	Set Construction Crew 9AM - 5PM ⁵	Crew 9AM - 5PM ⁶ Annie Dress Rehearsal 8 PM	Crew 9AM - 5PM ⁷ Annie Dress Rehearsal 8 PM	Crew 9AM - 5PM ⁸ Annie Dress Rehearsal 8 PM	Crew 9AM - 5PM ⁹ Annie Opening 8 PM	TBA Rehearsals 10 AM - 5 PM ¹⁰ Annie Performance 8 PM
TBA Rehearsals 10 AM - 5 PM ¹¹ Annie Performance 8 PM	Set Construction Crew 9AM - 5PM ¹²	Crew 9AM - 5PM ¹³ TBA Music 7:30 - 10:30	Crew 9AM - 5PM ¹⁴ TBA Music 7:30 - 10:30	Crew 9AM - 5PM ¹⁵ Annie Performance 8 PM	Crew 9AM - 5PM ¹⁶ Annie Performance 8 PM	TBA Rehearsals 10 AM - 5 PM ¹⁷ Annie Performance 8 PM
TBA Rehearsals 10 AM - 5 PM ¹⁸ Annie Performance 8 PM	Set Construction Crew 9AM - 5PM ¹⁹	Crew 9AM - 5PM ²⁰ TBA Rehearsals 4 PM - 10 PM	Crew 9AM - 5PM ²¹ TBA Rehearsals 4 PM - 10 PM	Crew 9AM - 5PM ²² TBA Rehearsals 4 PM - 10 PM	Crew 9AM - 5PM ²³ TBA Rehearsals 4 PM - 10 PM	TBA Rehearsals 10 AM - 5 PM ²⁴
TBA Rehearsals 10 AM - 5 PM ²⁵	Set Construction Crew 9AM - 5PM ²⁶	Crew 9AM - 5PM ²⁷ TBA Rehearsal 7:30 - 10:30 PM	Crew 9AM - 5PM ²⁸ TBA Rehearsal 7:30 - 10:30 PM	Crew 9AM - 5PM ²⁹ TBA Rehearsal 7:30 - 10:30 PM	Crew 9AM - 5PM ³⁰ TBA Rehearsal 7:30 - 10:30 PM	TBA Rehearsals 10 AM - 11 PM ³¹

Woodminster Theater
TBA: Rehearsal
& Performance Schedule

August 2004 Crew

Flower Drum Song
Rehearsal Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 TBA Rehearsals 10 AM - 11 PM	2 Set Construction Crew 9AM - 5PM	3 Crew 9AM - 5PM TBA Dress Rehearsal 8 PM	4 Crew 9AM - 5PM TBA Dress Rehearsal 8 PM	5 Crew 9AM - 5PM TBA Dress Rehearsal 8 PM	6 Crew 9AM - 5PM TBA Opening 8 PM	7 TBA Performance 8 PM
8 TBA Performance 8 PM	9 Set Construction Crew 9AM - 5PM	10 Crew 9AM - 5PM	11 Crew 9AM - 5PM	12 Crew 9AM - 5PM TBA Performance 8 PM	13 Crew 9AM - 5PM TBA Performance 8 PM	14 TBA Performance 8 PM
15 TBA Performance 8 PM	16 Set Construction Crew 9AM - 5PM	17 Crew 9AM - 5PM <u>Flower Drum Song</u> Rehearsals 4 - 10:30 PM	18 Crew 9AM - 5PM <u>Flower Drum Song</u> Rehearsals 4 - 10:30 PM	19 Crew 9AM - 5PM <u>Flower Drum Song</u> Rehearsals 4 - 10:30 PM	20 Crew 9AM - 5PM <u>Flower Drum Song</u> Rehearsals 4 - 10:30 PM	21 <u>Flower Drum Song</u> Rehearsals 10 AM - 5 PM
22 <u>Flower Drum Song</u> Rehearsals 10 AM - 5 PM	23 Set Construction Crew 9AM - 5PM	24 Crew 9AM - 5PM <u>Flower Drum Song</u> Rehearsals 7:30 - 10:30 PM	25 Crew 9AM - 5PM <u>Flower Drum Song</u> Rehearsals 7:30 - 10:30 PM	26 Crew 9AM - 5PM <u>Flower Drum Song</u> Rehearsals 7:30 - 10:30 PM	27 Crew 9AM - 5PM <u>Flower Drum Song</u> Rehearsals 7:30 - 10:30 PM	28 <u>Flower Drum Song</u> Rehearsals 10 AM - 11 PM
29 <u>Flower Drum Song</u> Rehearsals 10 AM - 11 PM	30 Set Construction Crew 9AM - 5PM	31 Crew 9AM - 5PM <u>Flower Drum Song</u> Dress Rehearsal 8 PM				

Woodminster Theater
Flower Drum Song: Rehearsal
& Performance Schedule

September 2004 **Crew**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1 Crew 9AM - 5PM Flower Drum Song Dress Rehearsal 8 PM	2 Crew 9AM - 5PM Flower Drum Song Dress Rehearsal 8 PM	3 Crew 9AM - 5PM Flower Drum Song Opening 8 PM	4 Flower Drum Song Performance 8 PM	
5 Flower Drum Song Performance 8 PM	6 Crew 9AM - 5PM	7 Crew 9AM - 5PM	8 Crew 9AM - 5PM	9 Crew 9AM - 5PM Flower Drum Song Performance 8 PM	10 Crew 9AM - 5PM Flower Drum Song Performance 8 PM	11 Flower Drum Song Performance 8 PM	
12 Flower Drum Song Performance 8 PM	← Crew winterizes Woodminster. →						18
19	20	21	22	23	24	25	
26	27	28	29	30			

PRODUCERS ASSOCIATES, INC.

Fee Schedule for use of Woodminster Amphitheater

A member of the Woodminster Tech Staff should be in attendance for any rental of the facility to insure the safety and successful facilitation of any program. The specific problems that may be encountered regarding electricity, plumbing, tech booth, concession booth, control booth, box office and backstage areas (dressing rooms, shop, and green room) all need a knowledgeable person on the site during any event.

Charge for this person(s): \$25.00 per hour per person

Use of the control booth: \$100.00 per event

Use of ticket booth: \$25.00 per event.

Use of concession booth, no equipment: \$100.00 per event

Equipment rental: coffee pots, popcorn maker, etc. to be negotiated.

Use of Producers Associates' sound equipment to be negotiated through Carol Davis who operates all of PAI's equipment.

Use of any lighting equipment to be negotiated based on the need and usage at least one month before the date of the event.

A rental fee for the use of a piano to be negotiated based on the need and usage at least one month before the date of the event.

The existing telephones are not to be used.

If lighting equipment needs to be hung, the rate will be \$25.00 per technician per hour, take down for lighting equipment will be billed at the same rate.

If the equipment is already hung, refocusing of the equipment for the event and after the event will be \$25.00 per technician per hour.

If the sound equipment needs to be installed before PAI needs to install it for their use, a fee of \$25.00 per technician, per hour will be charged. A cable needs to be run from the stage to the control booth in order to run sound equipment.

If the wooden floor needs to be installed in advance of the normal Woodminster Summer Musicals Season, it takes five technicians, four 8 hour days to do so. To remove it takes the same number of technicians and three (3) days to remove it and re-store it at \$25.00 per hour per technician. (The floor is in place for PAI the first week in June of each season and removed each week after the closing performance; Monday thru Wednesday or Thursday.

Use of PAI's computers, telephones, printers and backstage box office will not be available to anyone.

All fees will be paid to Producers Associates, Inc. in advance of the event, no later than one week before the event.

ATTACHMENT C

**PRODUCER'S ASSOCIATES, INC.
WOODMINSTER AMPHITHEATER
EQUIPMENT INVENTORY**

TECH BOOTH	IN STORAGE
2 Lysian Super Arc 400 Spotlights	1 Trouperette 3 Spotlight
1 Tascom 112 Tape Player	2 color Televisions
1 Denon Compact Disc Player DN-600 F	10 Microphone Stands
1 Sony Mini Disc Player JE510	4 Renkus-Heinz Seakers
1 Soundcraft DCP 200 Equalizer	1 Pevey Dynamic System Controller Series 23 Amp
6 Colortrans 10 Degree Lights	1 Pevey EQ 31
4 Colortrans 5 Degree Lights	1 Hafler Amp
1 Light Board 24/48	1 Crown Micro Tech 1200 Amp
1 View Sonic Screen	9 Shure L-4 Diversity Wireless Receivers
8 AKG SR 300 Receivers	1 Electro-voice 5212 Tapco Stereo Mixer
6 Diversity Receivers EW 500	1 Tascom M-216 Sound Board
2 Motorola Talkabouts T 5620	1 Mantrix 2 Strand Century Light Board
1 Spirit 8 40 Sound Board	1 Yamaha DX 7 Synthesizer
1 Metal Extension Ladder	4 Music Stands
20 Shure Brother Cordless Mics	1 TOA Solid State PA-Amplifier
1 AKG Headphones	15 hand held Stage Microphones
	1 Head Set
	Sound Cable
	4 Upright Pianos
	1 Pevey KB300 Amp Speaker
	1 Record Player with two Speakers
	Microwave Oven
	3 Refrigerators

November 20, 2003

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