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OAKLAND

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AGENDA REPORT

TO: DEANNA J SANTANA
City Administrator

FROM: AUDREE V JONES-TAYLOR
Director, Parks and Recreation

SUBJECT: Supplemental Report re: West
Oakland Youth Center MOU

DATE: January 16, 2014

City Administrator
Approval

Date

1/16/14

COUNCIL DISTRICT: District 3

SUPPLEMENTAL

RECOMMENDATION

Staff is recommending that the City Council adopt a resolution authorizing the City Administrator or her designee to enter into a Memorandum of Understanding with the County of Alameda to operate the West Oakland Youth Center (WOYC) for the term of February 1, 2014 to February 28, 2015 with two one-year mutual options to renew and provide funding up to \$470,000 for Center operating expenses and planning and development of youth programming

REASON FOR SUPPLEMENTAL

At the January 14, 2014 Life Enrichment Committee (LEC) the Chair requested staff to provide a Supplemental Report to the January 21, 2014 City Council with the following information 1) Changes between the staff report printed and the staff report provided on the dais at the LEC (Attachment A), 2) The draft Memorandum of Understanding (MOU) between the City of Oakland and the County of Alameda (County) for the County's operation of the West Oakland Youth Center (Attachment B), 3) The 2009 Youth Report Recommendations (Attachment C), and, 4) To address the following questions or concerns, listed in this report

1) Provide an explanation of the differences between the staff report printed in the LEC packet of materials, and the version of the staff report that was provided on the dais at the LEC

At the January 14, 2014 LEC meeting, a revised version of the staff report was handed out erroneously on dais, and in turn, the Attorney's office advised that the handout report was not admissible. While City staff verbally clarified that the changes were made to better align the report with the attached resolution, staff was directed to provide the changes in a supplemental report. Attachment A is a red-line version of all the changes that were made to the initial staff report that was enclosed in the LEC packet of materials (report dated December 20, 2013) that was provided on the dais at the LEC meeting.

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2) Provide a copy of the Draft MOU between the City of Oakland and the County of Alameda for the County's operation of the West Oakland Youth Center

The LEC materials did not include the draft MOU between the City of Oakland and the County of Alameda for the County's operation of the West Oakland Youth Center because it was not a finalized document. The Assistant City Administrator and the District 3 Councilmember worked in partnership with the City Attorney's Office (through outside counsel) and County of Alameda staff to produce the attached draft MOU (Attachment B)

3) Did the process of the County operating the West Oakland Youth Center and programs go before the Parks and Recreation Commission (PRAC)?

As part of the MOU between the City of Oakland and the County of Alameda, the City and the County will be charged with engaging stakeholders in development of an implementation plan for the operations of the center. As a part of that outreach, we plan on proactively engaging the community and various stakeholder groups and individuals, including the PRAC, to receive their input on their ideas on operations, services and programs that the West Oakland Youth Center could provide.

4) Provide an explanation on where the funding is exactly going to go/what would it buy (direct services) Please clarify if the County is providing staff, what exactly is the City providing (re funds and/or staff)?

Budget In order to ensure that City funds are being spent appropriately, the distribution of funds reserved for the WOYC have two safeguards. Pursuant to the MOU, a detailed budget will be developed by the WOYC Advisory Board subject to approval by the City Administrator or her designee. Funds must be used exclusively for operations, programs and services provided at the WOYC. Contract and Fund management will remain under the jurisdiction of the Office of Parks and Recreation.

Staffing The County will commit 0.5 FTE to manage the daily operation of the center and to serve as the coordinator of the WOYC planning process. The staff will be responsible for opening the WOYC on days of operation and for carrying out the directives of the Oversight Board. The City is providing the \$470,000 set aside in the FY 2013-15 Adopted Policy Budget for operations, programmatic costs and furnishings.

5) Explain the process in engaging the County to operate and provide services at the West Oakland Youth Center

When Councilmember Lynette McElhaney was elected to represent District 3, she engaged in discussions with Community Members, the City Administrator, Assistant City Administrator and the Parks and Recreation Director regarding the existing West Oakland Youth Center and its options for implementation. As a result of these discussions with the Councilmember Lynette Gibson-McElhaney, in consultation with the City Administrator and the Parks and Recreation

Director, the County was identified as being a key partner that could bring the expertise of planning and programming for youth and young adults to this Youth Center. The County has a long history of addressing health disparities in the Hoover corridor, most notably in partnership with the City of Oakland in the City County Neighborhood Initiative, and as a member of the West Oakland Health and Safety Collaborative. Mia Luluquisen, Deputy Director, Community Assessment, Planning and Education/Evaluation, and Supervisor Keith Carson agreed that the County could bring valued resources to this corridor.

6) What rules will the County be adhering to with respect to hiring subcontractors?

The County will only manage processes under the direction of the City Administrator. The County will not enter into any agreements with subcontractors, thus City of Oakland procurement policies will be followed.

7) Provide clarity on the MOU Scope of Work focused for planning purposes, rather than providing direct services.

The Scope of Services in the MOU (Attachment B) is provided as Exhibit A.

8) Why does the County have full control of the building (see in outcome section, 2nd paragraph, 2nd sentence), while we are having Public Works (PWA) maintain the building?

The County will serve as the operator of the West Oakland Youth Center and needs complete access at all times of the day/week. This contract is for the County to be responsible for operation of the center, not the management of the City building itself.

9) The report made reference to PWA's Internal Service Fund that is included to pay for maintenance (see cost summary section, 3rd paragraph, 2nd sentence). Was the funding included for Public Works maintenance services in the FY 2013-15 Adopted Budget?

Yes, funding was added to OPR's facilities general support account, which is then transferred during the fiscal year to PWA's Facilities Internal Service Fund. Because the building is a City asset, PWA was required to set aside funds for the building once the construction was complete. As such, funds were set aside in the PWA Facilities Internal Service fund (with an offset in OPR facilities general support account) prior to the completion of the building to cover maintenance of the building.

10) How is the 2009 Informational Report going to be incorporated into this process?

The 2009 report, titled "An Informational Report on the Proposed Design and Programming for the West Oakland Teen Center" was presented to the Community & Economic Development Committee (CED) on September 29, 2009 (Attachment C). This report, completed by Leadership Excellence and West Oakland Youth, focused on the presentation of survey questions, methodology, and findings from a survey, titled "West Oakland Teen Center Survey" that was completed by over 125 youth and managed by Leadership Excellence staff and eight youth.

interns The recommendations noted in this report will be incorporated into the community engagement process. It is important that today's youth be engaged to present their needs and desires. While it is expected that much of the survey results with respect to priorities and input will still be valid, it is important to resurvey present day youth to ensure that the City and County will be focused on current goals based on the present.

11) Please specify the level of community member representation (number of individuals) on the Advisory Board

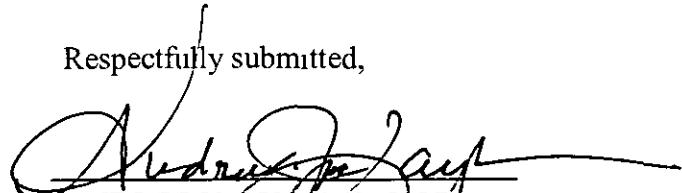
The final composition of the Advisory Board will be determined in discussions with the Community once the planning process is underway.

12) Please provide an anticipated timeline

<i>Date</i>	<i>Deliverable</i>
February 1, 2014	County partnership begins. WOHSC appoints its members to the Advisory Board, County staff prepare planning framework for meeting with Advisory Board and drafts an order to furnish the West Oakland Youth Center.
February 15, 2014	First meeting of the West Oakland Youth Center Advisory Board – begin formal planning & approve order for furnishings.
Winter 2014/Spring 2015	Engage in a community planning process to determine long-term use of the facility and desired programming, provide access to the Center for youth-related programming.
Spring 2015/Summer 2015	Advisory Board completes recommendations to the City for long-term plan.
Fall 2015/Winter 2015	Depending on the outcome of the planning process, the City will prepare to assume full responsibility for the Center by issuing an RFP for a non-profit operator.

For questions regarding this report, please contact me at (510) 238-7532 or District 3 Policy Analyst and Community Liaison Casey Farmer at (510) 238-7031

Respectfully submitted,



AUDREE V. JONES-TAYLOR
Director Parks and Recreation

Attachments (3)

- A) Red-line version of staff's report, dated December 20, 2013
- B) MOU between the City of Oakland and the County of Alameda (County) for the County's operation of the West Oakland Youth Center
- C) CED Information Report, titled "An Informational Report on the Proposed Design and Programming for the West Oakland Teen Center," December 2009



AGENDA REPORT

TO: DEANNA J SANTANA
City Administrator

FROM: AUDREE V JONES-TAYLOR
Director, Parks and Recreation

SUBJECT: Authorize the City Administrator
To Enter Into A MOU

DATE: December 20, 2013

City Administrator
Approval

Date

COUNCIL DISTRICT: District 3

RECOMMENDATION

Staff recommends that the City Council approve adopt a resolution authorizing the City Administrator or her designee to execute enter into an operating agreement between the City of Oakland and with the County of Alameda (County) for the programmatic operation of to operate the West Oakland Youth Center (WOYC) at 3233 Market Street, from for the term of February 1, 2014 to February 28, 2015, with two one-year mutual options to renew and provide funding up to \$470,000 for WOYC operating expenses and planning and development of youth programming an option to renew

OUTCOME

As a result of this operating agreement, the County of Alameda will conduct a thorough strategic planning process with community, youth, City, and County participation to develop long-term plan for the usage of the facility The County will also initiate youth programs at the site for the community activities, through existing City or County programs or through external community based organizations

Under this agreement, County staff, under the contractual oversight of the Department of Parks and Recreation will have full access to the WOYC Facility The County will have the right, authority and power to manage, promote, identify, select and subcontract with operators and generally oversee operations of the West Oakland Youth Center Moreover, the County will have project management and oversight, responsibility for community engagement, provide a balanced and diverse schedule of youth activities targeting youth and young adults, and responsibility for program evaluation In addition, the County will coordinate a planning Task Force, have responsibility for reporting of budgets, revenue and operating expenditures and annual financial audits, and obtain and renew necessary licenses, permits and other governmental approvals

The County will be granted, subject to City Council approval, use of the funds allotted to the WOYC in the 2013-2015 budgets for both ongoing services and one-time needs, such as furniture for this recently constructed building A Memorandum of Understanding (MOU),

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Deanna J. Santana, City Administrator
 Subject Authorize the City Administrator to Enter into An MOU
 Date December 20, 2013

~~inclusive of a Scope of Services, is anticipated to be approved by the City and the County. City funding would be provided to the County after approval of a Memorandum of Understanding (inclusive of a Scope of Services) between the City and the County—Funding for the one-time expenses would be made available immediately after execution of the MOU while the funds associated with on-going operations would be made available after submission of a budget and spending plan.~~

The maintenance of the facility will be completed by the City's Public Works Agency (PWA), including but not limited to, landscaping, janitorial services, and long term maintenance. The County will have indemnity from the City. The City will be responsible for claims and actions.

BACKGROUND/LEGISLATIVE HISTORY

The West Oakland Youth Center ("the WOYC") was a project initiated by community members and Councilmember Nancy Nadel in 2005. The WOYC was designed based on extensive input from community youth and other stakeholders, including the Alameda County Health Services staff operating under the City County Neighborhood Initiative (CCNI). Stakeholders designed the WOYC to focus on job skill development and safety for West Oakland youth. The \$7.6M building was funded in part with a \$5.5M Proposition 84 grant from the State of California. But during the planning and development phase, the City had not identified a source to fund operations. Consistent with its priorities in Public Safety and Youth Development, the City Council allocated \$470,000 for operations and program in 2013-15 Budget adopted in June 2013. Construction of the Center was completed in September 2013. To ensure successful operations of the WOYC, the current City of Oakland Councilmember and staff from District Three have developed an innovative and creative collaborative process with Alameda County for programming at the West Oakland Teen Center. Based on concerns and desires expressed by members of the community, the West Oakland Health and Safety Collaborative, City and County representatives, the City and County will engage the community in an intensive process to develop an implementation plan for planning and implementation plan to launch the operations of the Center.

ANALYSIS

The County of Alameda's Public Health Department has expertise in managing youth development programs. The City County Neighborhood Initiative (CCNI) has been an active program in the Hoover neighborhood for the past ten years which has bridged City and County funds and personnel to provide community development opportunities in order to counteract the crime and health disparities concentrated in this neighborhood. The work of CCNI has further identified the great need for youth development and enrichment opportunities for youth in the Hoover Neighborhood.

~~Under the contractual oversight of the Department of Parks and Recreation,~~ The County staff will be required to provide reports on a monthly basis to the WOYC Advisory Board. Advisory Board members will include the Director of Parks and Recreation, Assistant City Administrator or his designee, District Three Councilmember, staff from the Alameda County Public Health Department, and the District 5 representative of the Alameda County Board of Supervisors, or his designee.

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PUBLIC OUTREACH/INTEREST

As stated in the background section, community leaders and neighbors have been a core component of the West Oakland Youth Center's development, through the determination of the artwork on the exterior of the building and conducting a survey of local youth for what they desire in a youth center. Community insight will continue to be integral to the WOYC through a community advisory committee.

COORDINATION

In preparation of this report, the City Administrator's Office consulted with the City Attorney's Office and the Council District Office.

COST SUMMARY/IMPLICATIONS

The City Council approved a two year budget (FY 2013-15) of \$470,000 for the WOYC. The two year budget consists of \$195,000 each year (on-going funding) and \$80,000 in one-time funding. The initial annual on-going budget allocation of \$195,000 was to meet staffing and operational costs with an additional one-time budget of \$80,000 to meet materials and furniture needs.

The Public Works Agency (PWA) has estimated in-kind maintenance service costs at roughly \$136,000 each year. The in-kind costs are intended to include but not limited to utilities (water, gas, electric), custodial services, general maintenance (plumbing, electrical, HVAC, etc.), routine preventative maintenance securing of contracts for service and repair of building systems. The estimated amount is budgeted within PWA's existing two-year budget through the Internal Services Fund.

The source of funding for the two-year (FY 2013-15) budget allocation of \$470,000 (FY 2013-14, \$275,000 and FY 2014-15, \$195,000) is allocated from the General Purpose Fund and within the Oakland Parks and Recreation budget. The PWA in-kind maintenance services costs are allocated from PWA's Facilities Internal Services Fund. There are no negative fiscal impacts anticipated as a result of the City Council's budget adoption, allocation or as a result of the operating agreement. While the proposed WOYC MOU has two one-year mutual options to renew, the City's exercise of the second option is dependent on the City Council's future approval of additional funding for the WOYC.

FISCAL/POLICY ALIGNMENT

In the 2013-2015 City of Oakland budget, the West Oakland Youth Center was allotted \$195,000 per year, with an additional \$80,000 in one-time costs. Funds will be expended for operations, services, programs, and start up costs up to the amount of \$275,000 in FY 2013-14 and up to the amount of \$195,000 in FY 2014-15. The one-time costs should be utilized for furnishings, programmatic supplies, or other one-time costs associated with opening the West Oakland Youth Center. City funding will provide among other things a detailed plan to initiate youth programs, activities, and community engagement at the WOYC. The County shall have access to funding to pay for services and programs offered up to

Deanna J. Santana, City Administrator
Subject Authorize the City Administrator to Enter Into An MOU
Date December 20, 2013

~~\$195,000 per year until 2015. The one-time costs should be utilized for furnishings, programmatic supplies, or other one-time costs affiliated with opening the West Oakland Youth Center.~~

SUSTAINABLE OPPORTUNITIES:

Designed by local award-winning architect Harry Overstreet, the West Oakland Youth Center is energy efficient

Economic The goal is to create a program that will provide job training for unemployed and disaffected youth throughout West Oakland

Environmental *Not applicable*

Social Equity West Oakland youth, many of whom are disadvantaged or underserved, will benefit from the career development, enrichment opportunities, positive adult role models, and other resources provided by the West Oakland Youth Center

For questions regarding this report, please contact me at (510) 238-7532 or District Three Policy Analyst Casey Farmer at (510) 238-7031

Respectfully submitted,

Audree V. Jones-Taylor
Director Parks and Recreation

Draft
**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE CITY OF
OAKLAND
AND
THE COUNTY
OF ALAMEDA**

**FOR THE
COUNTY'S
OPERATION
OF THE
WEST
OAKLAND
YOUTH
CENTER**

This Agreement is made and entered into as of _____, 2014 between the City of Oakland, a municipal corporation ("City"), One Frank H Ogawa Plaza, Oakland, California 94612, and the County of Alameda, a political subdivision of the State of California ("Contractor" or "County"), 1000 Broadway, Oakland, California 94607

Whereas, the City owns the West Oakland Youth Center ("WOYC") located at 3233 Market Street, Oakland, and

Whereas, the County desires to provide staffing services to operate the WOYC, and

Whereas, the City desires to provide Allotted Funds for the operation of the WOYC, and

Whereas, the City and County desire to provide programs and services to the youth of Alameda County and specifically West Oakland, which is home to many of Alameda County's poorest and most disadvantaged residents, and

Whereas, the City Council has authorized the City Administrator 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 Memorandum of Understanding ("MOU" or "Agreement") covenant as follows

1 Term

The base term of this Agreement is from February 1, 2014 to February 28, 2015, plus two one-year mutual options to renew for a potential total term of three years and one month including option periods. Renewal options shall be exercised upon each party's providing of written notice of intent to renew to the other party at least 60 days prior to contract expiration

2 Scope of Services and Budget

County agrees to perform the services specified in both Exhibit A and Exhibit B, Scope of Services attached to this Agreement and incorporated herein by reference. County shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement.

City agrees to make payments in support of the WOYC and approved WOYC service providers as specified in Exhibits A and B. The Project Manager for the City shall be Assistant City Administrator Fred Blackwell.

City Allotted Funds expended under the Agreement to pay for the WOYC, its operations, programming, and performance of the scope of services will be in an amount based upon actual costs but will be "Capped" so as not to exceed \$275,000 in City's Fiscal Year (FY) 13-14 and \$195,000 in FY14-15.

The maximum that will be charged for the entire scope of work will not exceed the Capped amount in any Fiscal Year, even if the WOYC's actual costs exceed the Capped amount. Invoices shall state a description of the deliverable completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in Exhibits A and B. Subcontractors will provide invoices to the County and County staff will direct them to the appropriate City personnel for payment.

County is not responsible for any payments, costs, or expenditures under this Agreement. County will not contribute to the Allotted Funds, the Capped amount, or any payments in excess of the Capped amount. County is not responsible for payments to third-party goods and service providers or other subcontractors under this MOU.

3 Time of Performance

County's services shall begin on February 1, 2014 and shall be completed no later than February 28, 2015, with up to two 12-month extensions upon mutual agreement by both parties.

4 Role and Contributions of the Parties

a Role of the City of Oakland

- (1) Premises: The City shall make its WOYC premises located at 3233 Market Street, Oakland available for all services and activities described in this Agreement. The City owns the WOYC premises and shall maintain a security system on the WOYC.
- (2) Operations and Maintenance: The City shall provide in-kind maintenance services (estimated value of \$136,341) through its City Public Works Agency (PWA).

In-kind maintenance services shall include basic utilities of phone, water, gas, electric (estimated to be \$50,400 annually), regular custodial services up to 40 hours per week, general maintenance such as plumbing, electrical, HVAC, doors/locks, lighting and other repairs caused by normal "wear and tear", and routine and preventive maintenance and inspections. In addition, PWA is responsible for securing contracts for the service and repair of building systems, elevator service, regulatory inspections and permitting, fire alarm monitoring, servicing of the fire detection and Ansul system, as well as the maintenance and servicing of the commercial kitchen appliances and collection of garbage and recycling.

Landscape services Swinerton Construction was responsible for the landscaping 90 days following the completion of the building. This time period ended on November 1, 2013, after which time the City PWA will assume landscaping responsibilities.

City shall provide telephone, internet or data services, and cable services for the WOYC to be paid out of the Allotted Funds.

County shall not be responsible for the condition, or maintenance of the premises.

- (3) Allotted Funds: The City shall contribute \$195,000 per year for FY 2013-14 and FY 2014-15, and also \$80,000 one-time funding in FY 2013-14. These are the Allotted Funds. Unexpended funds from FY 2013-14 may be carried over to FY 2014-15 on the approval of the Assistant City Administrator.

Allotted Funds provided by City are to be spent on short-term and long-term planning and development of WOYC youth programming, operations and furnishings, and delivery of youth programs. The Assistant City Administrator and/or his designee will approve and accept a proper Program and Operations budget as recommended by the WOYC Joint Task Force, as described in Exhibits A and B.

- (4) Budget and Expenditures:

Allotted Funds made available by this Agreement are for the exclusive use of the Program and Operations of the WOYC. The WOYC Program and Operations budget will define staffing, programming and supply costs, some or all of which will be covered by the Allotted Funds. Expenditures may be used for goods and services necessary for the successful operation of the WOYC. Allotted Funds may also be used for, but are not limited to the following:

1. Furnishings, including reception desk/modular units, Computers and computer lab tables, Game room/lounge area tables and chairs, Office furnishings, Miscellaneous kitchen equipment depending on program needs (microwave, coffee maker, etc.), Bookshelves, books, periodicals, and other reading material, Tables and seating.

Expenditures that deviate from the adopted budget of the WOYC by amounts over \$5,000

shall require prior written approval by the Assistant City Administrator and/or his designee

b Role of the County of Alameda

County shall provide services of a county employee at half-time for a period from February 1, 2014 to February 28, 2015, plus two one-year mutual options to renew, to provide short term youth services programming at the WOYC, long-term planning and development of youth programming at the WOYC, and operation pertaining to third party youth services providers, and services more specifically described in the Scope of Services set forth in Exhibit A. County employee's salary for said services shall be paid by County.

County employee will be responsible for program oversight and developing a draft budget per the recommend uses of Allotted Funds to pay for the program and operations of the WOYC. The County employee will also be responsible for the performance of the scope of services (Exhibit A). The amount that will be based upon actual costs but that will be "Capped" so as not to exceed \$275,000 in Fiscal Year (FY) 13-14 and \$195,000 in FY14-15, based upon the scope of services in Exhibit A and the budget in Exhibit B. The maximum that will be charged for the entire scope of work will not exceed the Capped amount in any Fiscal Year, even if the County's actual costs exceed the Capped amount. Invoices shall state a description of the deliverable completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

c Joint Roles of City and County

The City and County shall participate in WOYC Planning Groups along the lines of the preliminary description in concept of such groups in, WOYC Planning Groups, attached and incorporated herem by this reference.

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 Exhibit 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 City. Contractor warrants that Contractor, and Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of services. All services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. 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. Prior to execution of this agreement, Contractor shall complete Schedule M, Independent Contractor Questionnaire, attached hereto.

c Non-Exclusive Relationship

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

d Cooperation of the City

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

e Extra Work

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

6 Proprietary or Confidential Information of the Parties

The parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, the parties may have access to private or confidential information which may be owned or controlled by the each other and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the each other. The parties agree that all non-public information disclosed by and to each other shall be held in confidence and used only in performance of the Agreement. The parties shall exercise the same standard of care to protect such information as a reasonably prudent party would use to protect its own proprietary data. Notwithstanding the above, the parties agree to comply with all disclosures required by law including disclosures required by the California Public Records Act.

7 Ownership of Results and Copyright

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

8 Audit

County shall cooperate with City in all accounting and audit matters including, (a) financial documentation, such as the WOYC budget and subcontractor invoices, and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement. In addition to the above, County agrees to comply with all audit, inspection, and recordkeeping.

9 Agents/Brokers

County warrants that County has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of County working solely for County, to solicit or secure this Agreement, and that County 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.

10 Assignment

County 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.

11 Publicity

Any publicity generated by County 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 County to assist County in generating publicity for the project funded pursuant to this Agreement. County further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

12 Title of Property

Title to all property, real and personal, purchased with the City's Allotted 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 County makes its best effort to protect, maintain, and preserve all such property held in custody for the City during the term of the Agreement, including but not limited to setting the security alarm when County staff exit the premises. The County shall, upon expiration or 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 County shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

County shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the County shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City Allotted Funds, County shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2 04, Chapter 2 04 120 Surplus supplies and equipment – Disposal or Destruction.

13 Insurance

Unless a written waiver is obtained from the City's Risk Manager, County must provide the insurance listed in Schedule Q, Insurance Requirements. Schedule Q is attached at the end of this sample agreement and incorporated herein by reference.

14 Indemnification by County

Notwithstanding any other provision of this Agreement and irrespective of any insurance carried by the County, County shall indemnify and hold harmless (and at

City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising in any manner out of the performance of this Agreement by the County, its employees, contractors, and their respective employees, including those amounts not covered by any insurance earned by the County, and to defend the City in any third party lawsuits resulting therefrom

15 Indemnification by City

Notwithstanding any other provision of this Agreement, and irrespective of any insurance earned by the City, the City shall indemnify and hold harmless (and at County's request, defend) County, and each of their respective Supervisors, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising in any manner out of any the performance of this Agreement by the City, its employees, contractors, and their respective employees, including those amounts not covered by any insurance earned by the City, and to defend the County in any third party lawsuits resulting therefrom

16 Improvements

The City may implement improvements of the WOYC premises, and if so, the County shall cooperate. The County may, with prior written approval of the City, implement improvements of the WOYC. The County shall, during implementation of the improvements, adhere to sound business and legal practices concerning the following areas: design, construction, financing, supervision, building codes, regulations, maintenance, and all other applicable laws. The County shall not take any action that fails to keep the premises free and clear from any and all liens, claims and demands for work performed, materials furnished or operations conducted on said premises.

During the implementation of the improvements, the County shall submit all capital and other improvement plans to the City for environmental and other approvals in accordance with rules and regulations of the City, City Planning Commission, and the State of California.

At the conclusion or termination of the Agreement, or any renewals to the Agreement, all permanent fixtures located at the WOYC premises shall become the property of the City, except as set forth under Paragraph 20, County Subcontracting with Service Providers.

17 Fundraising

The County may raise funds for the maintenance, operation and improvement of the WOYC in any lawful manner

18 Accounting/Fund Accumulation

The County shall request financial information from the City to furnish the City Administrator and/or her designee with reports as requested, including cash flow operations and maintenance expenses for the previous quarter, total operating and maintenance expenses for the fiscal year to date, revenues for the quarter, and total revenues for the year, prepared by acceptable accounting standards and procedures for each quarter of operation during the term hereof:

19 Equipment

The City further agrees to allow the County to use, at no cost to the County, all equipment, supplies and tools used at the WOYC, excluding the equipment used by the City's roving maintenance crews. The County shall be responsible for arranging for the maintenance and replacement of said equipment during the term hereof. Upon the expiration of this Agreement, such property, if usable, or its equivalent value, shall revert to the City, unless the City declines to accept it.

20 Nondiscrimination

The County agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, color, national origin, age or handicap and that such provisions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.

21 Default By The County

In the event the County defaults or fails to perform under any of the obligations hereunder, the City Administrator and/or her designee shall give written notice hereof to the County expressly stating the nature of said default or nonperformance. The County shall have sixty (60) days from receipt of said notice to correct said default or nonperformance, and in the event of the County's failure to do so, the City, in addition to any other legal or equitable rights it may have, may do any or all of the following:

- (a) Terminate this Agreement upon written notice to the County, or
- (b) Direct the County to assign its interest in and to this Agreement to a party designated by the City without compensation to the County.

22 Default By The City

In the event the City defaults or fails to perform under any of the obligations hereunder, the County shall give written notice hereof to the City expressly stating the nature of said default or nonperformance. The City shall have sixty (60) days from receipt of said notice to correct said default or nonperformance, and in the event of the City's failure to do so, the County, in addition to any other legal or equitable rights it may have, may do any or all of the following:

- (a) Terminate this Agreement upon written notice to the County, or
- (b) Direct the County to assign its interest in and to this Agreement to a party designated by the City without compensation to the County.

23 Easement

The County agrees the City shall retain all rights and duties with respect to the granting and issuance of any and all easements on the WOYC property to third parties, provided such easements do not interfere with the operation of the WOYC. The City shall retain all monies, profits, and fees collected pursuant to the granting of such easement rights to any and all third parties. As a courtesy to the County, the City shall notify the County of the granting of any such easements prior to the effective date of said easement.

24 Waiver Of Breach

The waiver by the City of any breach by the County of any of the provisions of the Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by the County either of the same or a different provision of this Agreement.

25 Access To Public Records

The County shall cooperate with City to provide public access for the purposes of public inspection of information, documents, correspondence, inspection records, logs, minutes, photographs, contracts and other documents in any way related to the expenditure of funds granted or otherwise provided to the WOYC or WOYC Subcontractors by City.

26 Termination on Notice

Either party may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to the other party. Unless otherwise terminated or renewed as provided in this Agreement, this Agreement will terminate on February 28, 2015.

27 Fee Interest

The City shall retain the fee title to the above-referenced real property.

28 Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

29 Governing Law

This Agreement shall be governed by the laws of the State of California. The parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

30 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 postage, addressed to recipient as follows

City of Oakland

City Administrator's Office
1 Frank H Ogawa Plaza, 6th Floor
Oakland, CA 94612
Attn Fred Blackwell, Assistant City
Administrator
Fax 510 238 2223

County of Alameda

Alameda County Public Health
Department
1000 Broadway
Oakland, CA 94607
Attn Mia Luloquisen
Fax 510 268 7012

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

31 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 County 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.

32 Modification

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

33 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.

34 Time of the Essence

Time is of the essence in the performance of this Agreement

35 Commencement, Completion and Close out

It shall be the responsibility of the County 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 County to enable County to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement

Within thirty (30) days of completion of the performance under this Agreement, the County 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

36 Inconsistency

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

37 Maintenance and Inspection of Books and Records

The Parties shall maintain careful, accurate, and complete books and records of all costs, disbursements, and receipts pertaining to this Agreement or related matters. The Parties and their representatives shall have the right to review, upon request, any and all books and records pertaining to this Agreement or related matters which books or records are in the custody or control of the County or the City, including but not limited to, the records pertaining to special account(s)

38 Interpretation

This Agreement shall be deemed to have been prepared equally by all of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it

39 Signatories Authorized

This Agreement may be executed in counterpart This Agreement will have been executed by the respective Parties hereto through their respective authorized officers to be effective on the date first above written

City of Oakland, a municipal corporation

County of Alameda, a political subdivision
of the State of California

City Administrator's Office Date

(Signature) Date

Agency Director's Signature Date

Resolution Number

Approved as to form and legality

Accounting Number

(City Attorney's Office Signature) (Date)

EXHIBIT A

SCOPE OF SERVICES

The City of Oakland ("City") hereby grants to Alameda County ("County") the right, authority, and power to manage, promote, and identify subcontractors, and generally oversee operation of the West Oakland Youth Center ("WOYC") and to carry out the County's duties and obligations hereunder, subject to the conditions and limitations contained in the Agreement

A WOYC Joint Task Force shall be formed and comprised of City staff, County staff, and community member representatives. The Assistant City Administrator and/or his designee will authorize in writing all payments over \$5,000 recommended by the WOYC Joint Task Force. The County shall follow County contracting and purchasing procedures in entering into contracts and making purchases related to the WOYC and this Agreement, and all such expenditures that exceed \$5,000 shall be approved in writing by the Assistant City Administrator and/or his designee.

In carrying out its duties and obligations under the Agreement, the County shall act honestly and in good faith, and shall exercise that degree of care, diligence, and skill that a comparable operator would exercise in comparable circumstances. The WOYC and the work under this agreement shall strive where appropriate to implement the inclusion of the 2009 West Oakland Teen Center Survey and correlating "Informational Report on the Proposed Design and Programming for the West Oakland Teen Center." Subject to the availability of sufficient funding, the County shall perform the following tasks:

1. PROJECT MANAGEMENT AND OVERSIGHT.

1.1 Provide one staff member at the _____ classification level or above at not less than 50% time to oversee and provide guidance to service providers(s) and to ensure program goals are being met.

1.2 The staff member will act as the County liaison and provide coordination among community-based organizations and other service providers, County departments, State or other funding sources and community or business organizations, interact with various planning councils or boards.

1.3 Develop techniques and formats to evaluate program effectiveness and to determine the need for program modifications and/or new program development.

1.4 Research program alternatives, funding sources, service delivery organizations, and other elements for possible program inclusion, evaluating alternatives, prepare reports, and make recommendations.

1.5 Monitor assigned programs, monitor compliance with contract provisions in funding source regulations, recommend and facilitate implementation of procedural and operational changes to maximize service delivery and revenue reimbursement.

1.6 Compile and maintain accurate records and files regarding program activities and prepare periodic and special statistical or narrative reports as reasonably requested by the City, if within the current budget

1.7 Develop a policies and procedures manual for the WOYC

2 COMMUNITY ENGAGEMENT

2.1 Identify community organizations/stakeholders to serve on the Strategic Planning Team

2.2 Conduct youth and parent focus groups to receive input regarding youth needs and program priorities

2.3 Conduct at least three community forums to solicit resident input

(A) Meeting 1 Provide overview of WOYC planning project, solicit feedback

(B) Meeting 2 Prepare a Program Status Report of programs for review, solicit feedback

(C) Meeting 3 Present WOYC Plan for review, solicits feedback

2.4 Within the available budget, exercise discretion to recommend service providers based on information gained through community outreach

2.5 Identify the best qualified Service Provider to provide programs and services, whether directly or through contracting with other like-minded service providers, to the youth of West Oakland

2.6 Prepare and disseminate a variety of informational materials about WOYC programs and operations

3. PROGRAMMING

3.1 Endeavour to provide a balanced and diverse schedule of youth activities targeting youth and young adults. Program focus should be directly related to needs identified through community outreach

3.2 Facilitate the Strategic Planning Team to develop an implementation plan and launch strategy for WOYC. Team meeting topics should include

(A) Orientation Research, Learning, And Definition Of Programs

(B) Program Development Plan, Calendar, Partners, and Evaluations

(B) Structure and Operations Governance, Staffing, And Facility

(D) Community Engagement

- (E) Resource Development and Branding
- (F) Program Evaluation

4. JOINT TASK FORCE.

4.1 Plan, coordinate, and facilitate five Joint Task Force meetings to review and approve the WOYC plan Task force meeting topics should include

- (A) Planning Framework
- (B) Program Review and Update
- (B) Presentation of WOYC Plan
- (D) Review and Approval of WOYC Plan
- (E) Resource Development

5. REPORTING REQUIREMENTS.

5.1 Budgets, Revenue, Operating Expenditures

5.2 Financial, Annual, Operational, Audit

5.3 Charges And Fees

5.4 Insurance

EXHIBIT B

BUDGET

The amount paid by City to County under this Agreement shall not exceed \$275,000 in FY 13-14 and \$190,000 in FY14-15. Unexpended funds from FY 13-14 may be earned over to FY 14-15 on the approval of the Assistant City Administrator.

A WOYC Joint Task Force shall be formed and comprised of City staff, County staff, and community member representatives. The Assistant City Administrator and/or his designee will authorize in writing all payments over \$5,000 recommended by the WOYC Joint Task Force. All expenditures of the Allotted Funds that exceed \$5,000 shall be approved in writing by the Assistant City Administrator and/or his designee.

The City shall approve a WOYC Budget, with the recommendation of the WOYC Joint Task Force comprised of City staff, County staff, and community member representatives, and the approval of the Assistant City Administrator or his designee, as contemplated by Section 4 a and Exhibit A, Scope of Services section 5.1 of this Agreement. This WOYC Budget shall be inserted into this Exhibit B upon its approval by the County and the Assistant City Administrator or his designee.

SCHEDULE Q

**INSURANCE
REQUIREMENTS
PROFESSIONAL AND SPECIALIZED SERVICES
AGREEMENTS**

*(Revised
08/01/11)*

a General Liability, Automobile, Workers' Compensation and Professional Liability

County shall procure, prior to commencement of service, and keep in force for the term of this contract, at County's own cost and expense, the following policies of insurance or certificates or binders or self-insurance as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, County shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

1. Commercial General Liability Insurance, shall cover bodily injury, property damage and personal injury liability arising from premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

A Coverage afforded on behalf of the City, Councilmembers, directors,

officers, agents and employees and volunteers shall be primary insurance Any other insurance available to the City Councilmembers, directors, officers, agents and employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement)

B Limits of liability County shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit

ii Automobile Liability insurance. County shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001

iii Worker's Compensation insurance as required by the laws of the State of California Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease The County certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code The County shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code

iv Professional Liability/Errors and Omissions insurance appropriate to the County's profession with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate If the professional liability/errors and omissions insurance is written on a claims made form

a The retroactive date must be shown and must be before the date of the contract or the beginning of work

b Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work

c If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the County must purchase extended period coverage for a minimum of three (3) years after completion of work

b Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions

- i Insured Status (Additional Insured) County shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents and employees and volunteers as insured's in the Comprehensive Commercial General Liability policy If County submits the ACORD Insurance Certificate, the insured status of endorsement must be set forth on a CG 20 10 (or equivalent) A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT, and
- ii Cancellation Notice 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment,
- iii The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the County, its employees, agents and subcontractors
- iv Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement, and
- v Insurer shall carry insurance from admitted companies with a Best Rating of A VII or better

c Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of County, such insurance in the name of County as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to County under this Agreement

d Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement

e Proof of Insurance

County will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of County's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award

f Subcontractors

Should the County subcontract out the work required under this agreement, they shall include all subcontractors as insured's under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the County may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the County shall be named as additional insured under the Subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements

g Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers, or the County shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses

h Waiver of Subrogation

County waives all rights against the City of Oakland and its Councilmembers, officers, directors and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above

i Evaluation of Adequacy of Coverage

The City of Oakland maintains the rights to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice

j Higher Limits of Insurance

If the County maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the County

END OF SCHEDULE Q – INSURANCE REQUIREMENT



FILED CITY OF OAKLAND
OFFICE OF THE CITY CLERK
OAKLAND

CITY HALL • 1 FRANKLIN AVENUE • OAKLAND, CALIFORNIA 94612
09 SEP 17 PM 2:59

NANCY J NADEL
Councilmember
District # 3

(510) 238-7003
FAX (510) 238-6129
TTY (510) 238-7413

TO Community and Economic Development Committee
ATTN Ignacio de la Fuente, Chair
FROM Councilmember Nancy Nadel
DATE September 29, 2009
RE CED Committee Meeting – September 29, 2009
Item #5 An Informational Report on the Proposed Design and Programming for
the West Oakland Teen Center

Attached for your reference is the report prepared by the West Oakland Teen Center (WOTC) Coordinator and Teen Interns, collectively, the Lead Team, for the development of the WOTC The Informational Report on the Proposed Design and Programming for the WOTC discusses the process utilized by the Lead Team to (1) assess the needs of youth in West Oakland, (2) involve the community in all steps of the planning process, and (3) create workgroups that integrated youth and adult voices in the areas of programming, architectural design, organizational design and safety

The mission of the WOTC, as drafted by the Teen Interns, is, “ *to serve and protect the youth primarily in West Oakland and throughout Oakland, no matter an individual’s ethnic or racial background, sex, gender, sexuality, religion, lifestyle, and health status We believe in educating people to help them educate themselves To change the safety issues within our community, we provide services not only to keep youth safe and learning, but also to have fun The youth are the most important individuals to us, the reason for our being We support all youth in any aspect of their lives* ”

This report paints a complete picture of the collaborative effort by the Lead Team, the community, and other interested parties to incorporate the identified goals and stated mission into the final proposal

Respectfully submitted,

Nancy Nadel, Councilmember Dist 3

Attachments
FORWARDED TO THE
COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

Office of the City Administrator

Item _____
Comm & Econ Dev Comte
September 29, 2009

**Informational Report on the Proposed Design and Programming
For the “West Oakland Teen Center”***

**Findings on the “West Oakland Teen Center” Survey and Planning Project
Submitted by Leadership Excellence
September 2009**

* Name of Center may change

I | West Oakland Teen Center

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ACKNOWLEDGMENTS

The lead team of the West Oakland Teen Center Survey and Planning Project, comprised of Liz Derias, Diana Alonzo, Jordan Stephens, Tiara McGee-Powell, and Tyrese Johnson, would like to thank Councilmember Nancy Nadel for her vision to build a Teen Center that serves West Oakland youth. Ms. Carletta Starks' patience, focus and commitment to the success of the Project served as a fuel to our fire. We would also like to thank Mr. Harry Overstreet, Mr. Adil Balaporia and Ms. Sandra Ousley for their Architectural, Design, and Project Management expertise throughout the planning. Special thanks to Leilani Ly-Huong Nguyen, Miho Kim and Saba Waheed of the DataCenter for their countless hours of research support. Without the support of local organizations the Center will not be a success. Therefore we would like to thank the Alameda County Public Health Department's Oakland Youth Movement, Attitudinal Healing Connection, M. Robinson Baker YMCA, the West Oakland Resident Action Council, the RYSE Center, People's Grocery, and the Community Response Planning Committee for their consistent support. The Advisory Committee that served with their time, knowledge and resources were irreplaceable. We would also like to acknowledge BJ Phillips, Brittany Archie and Evarette Lavendar. Finally, to all the youth that completed our surveys, assisted us with outreach, participated in our workgroups, and were the integral part of the work to bring this to vision to life, we cannot wait to see you at the Teen Center! Special thanks to the following:

Advisory Committee Members

Adrian Henderson
Africa Wilhams
Anthony Hall
Bruce Cox
Calvin Flaherty
David Philoxene
Evette Brandon
Jumoke Hinton-Hodge
Kenya Hall
Kim Turner
Nancy Nadel
Ronald Muhammad
Venus Rodriguez
Wilhs Wilson

Workgroup Youth Members

BJ Phillips
Breanna Coleman
Carvonna Franklin
David McNeal
Gregory Ford II
Hasani Shabazz
lantha Castaneda
Imam Pierce
Jasmine Bell
Jasmine Hudson
Kenedy Mulhns
Mike Brown
Minnie Williams
Monserat Toro
Nadji Dawkins
Njeri Harambe
Sean Searight
Surrayah Bolden
Tye Buchango

We are happy to share this Report with our fellow youth and community members in Oakland, California and also with others interested in improving their neighborhoods, communities, towns and cities in the United States

REPORT SUMMARY

Teens in West Oakland face many challenges stemming from poverty, lack of jobs, educational opportunities, and access to resources and services. A teen center is needed and of the utmost importance to equip youth with the necessary tools and skills to overcome social detriments. A survey and planning project was convened by Councilmember Nancy Nadel to conduct initial planning for a West Oakland Teen Center (WOTC). This Informational Report (Report) on the Proposed Design and Programming for the WOTC details the results of the WOTC Survey and Planning Project conducted from September 2008 to August 2009. The project had several goals (1) to accurately assess the needs of youth in West Oakland, (2) to involve the community in all steps of the planning (particularly by creating an advisory committee that represents the diversity of West Oakland), and (3) to create workgroups that integrate youth and adult voices in the areas of programming, architectural design, organizational design and safety.

This Report presents information about the lives and interests of West Oakland youth and their needs and wants for a teen center. The Report begins by presenting the history of the project, the structure of the project, and details about the methodology, which includes information on survey participants. In the Findings section, the needs and wants that youth have for the WOTC with relation to programming, architectural design, and organizational design are detailed. The fiscal implications are also outlined. The Report concludes with recommendations for future planning.

The project relied on the collaborative work of three entities: the lead team, the advisory committee, and the workgroups. The community was informed of the project and ways to get involved through these entities. The lead team of one coordinator and four interns led the overall project, including designing and administering the assessment tool, and analyzing data, while coordinating the other two entities. An 18-member advisory committee offered guidance and skills to the lead team, while also serving on the workgroups. The three workgroups (program, services and community mapping, architecture and art & design, and organizational design and safety) with an average number of 20 members utilized knowledge, experience, and expertise and used survey data to make foundational decisions about the teen center. The architectural and art & design workgroup worked with Gerson-Overstreet Architects to design a floor plan for the center.

A participatory research model designed and implemented by WOTC interns was used to survey West Oakland youth ages 13-24. Interns received support from a social justice research

organization, DataCenter, to design the 63-question survey tool. Over the course of one and one-half months, one hundred and eight (108) teens were surveyed about their lives and interests, and needs and wants for the WOTC.

Free activities and services, job training programs, and age-specific programming were found to be key needs for teens. More than 1/2 of respondents wanted job training in the computer, food, and entertainment industries. This is especially relevant as nearly 80% of respondents were unemployed. Program areas, summarized into a program matrix, should focus on personal development, career development and employment, education, recreation, arts, and referral services. Programs should be available after school hours and during weekends as a majority of teens would come during those times. In addition, programs should be offered in multiple languages. Specific languages that may best serve youth should be determined in future planning.

The architectural design of the building will accommodate program needs. The proposed design includes a computer lab, classroom, meeting and office spaces, a stage and entertainment area, and a kitchen with a dining area. In the coming months, it is recommended that the conceptual design be developed into final construction documents, incorporating new utilities, insulation and weatherproofing.

A proposed mission statement for the center was created. The mission statement emphasizes serving the needs of West Oakland youth regardless of their background, and encouraging them to educate themselves. It is recommended that the WOTC serve as a membership center. The aim is to create a stronger sense of community in the center, create easier methods to better orient youth to the variety of programs and services, and to maintain youth involvement. Any drop-in services that youth identify would be handled within the referral services program. Because more than half of participants felt most secure with staff, a security guard, and camera in the center, this is a key recommendation. The lead team met with the RYSE center in Richmond, California to discuss the benefits of having a youth security team. This is also a strong recommendation as a security measure. Based on the finding that nearly 2/3 of participants said they would be more likely to come to the center if there was free or low cost transportation, it is recommended that future planning research the practicality of this.

The design and bid/award phase will be completed in 15 months and the construction phase will take 16 months.

It is hoped that, (1) the WOTC will revitalize the neighborhood and help reduce the blight and social decline that Oakland is grappling with, (2) that it will comprehensively serve and educate youth of West Oakland, and (3) that it will enhance the youths' value of Oakland, of self, and of their future.

INTRODUCTION

West Oakland youth face many challenges. Poverty, unemployment rates and the teen pregnancy rates are higher for West Oakland than for the rest of the city and Alameda County. According to the 2000 census, approximately 33% of West Oakland's population is under 18 years of age. However, only approximately 19% of West Oakland students read at grade level. More than half the children in West Oakland are from families who receive assistance from federal Temporary Assistance for Needy Families, and nearly 80% of West Oakland middle school students are eligible for federally-subsidized free breakfast and lunch programs. Over 50% of West Oakland children live with someone other than their biological parents. Public services and community resource are scarce in West Oakland, where there are more than 40 liquor stores, but no full service grocery stores. Surveys indicate that a majority of youth interviewed after violent incidents attribute lack of productive activities as the number one cause for violence. West Oakland teens have requested a safe place to gather. They need and deserve a Teen Center.

The WOTC is a joint effort by Oakland City Councilmember Nancy Nadel and residents of the West Oakland community. In 2003, several community meetings were held where it was concluded that a teen center was needed for youth residing in an area plagued by violence, drug abuse, below average academic achievement, and other social detnments. The idea was presented at a City Council meeting on July 10, 2007, where West Oakland residents and community organizations advocated for the purchase of the fonner Olivet Institutional Baptist Church, located at 3233 Market Street in the Hoover-Foster area of West Oakland. The building was purchased on October 26, 2007. Councilmember Nadel swiftly moved into action to assemble the WOTC Survey and Planning Project that was directly led by committed youth and community members. This Informational Report (Report) on the Proposed Design and Programmmg for the WOTC reports the findings of the WOTC Survey and Planning Project conducted in 2008-2009.

The project had several goals: (1) to assess the needs of youth in West Oakland accurately, (2) to involve the community in all steps of the planning (particularly by creating an advisory committee that represents the diversity of West Oakland), and (3) to create workgroups that integrate youth and adult voices in the areas of programming, architectural design, organizational design and safety. In addition, this Report can be used as a guide for future planning for the WOTC.

This Report will present findings about the lives and interests of West Oakland youth, and their needs and wants for a teen center. This Report begins by presenting the history of the project, the structure of the project, and details about the methodology, which includes information on survey participants. In the Findings section, the needs and wants that youth have for the WOTC

by way of three workgroups are reported. The fiscal implications are also reported. The Report concludes with recommendations for future planning.

PROJECT STRUCTURE

The WOTC survey and planning project was structured into three major entities: The Lead Team, which was comprised of the coordinator and youth interns, the Advisory Committee and the three Workgroups: Program, Services and Community Mapping, Architectural and Art & Design, and Organizational Design. The Advisory Committee and the Workgroups were comprised of youth and adults. Each entity served distinct purposes and had specific roles, but collaborated throughout the planning process.

Lead Team

In 2008, Councilmember Nadel contracted Leadership Excellence, an Oakland-based non-profit organization with 20 years of experience in youth development and community action, to lead the initial planning for the WOTC. A coordinator and seven youth interns were hired between September and October 2008 to lead the project, which included surveying youth in West Oakland about their needs and wants for the center. At the time of submission of this Report, there were four interns who made up the WOTC Youth Organizer Intern Team (Interns). The Interns all had strong ties to West Oakland and had first-hand experience with social detriments. Interns were very eager to be active in their communities and be a part of positive change. They immediately began planning the timeline and necessary actions to make the project a success. One of their first important tasks was to bring others into the planning through the Advisory Committee and the Workgroups.

Advisory Committee

Interns wanted guidance and community support to pull off this ambitious project. Therefore, an Advisory Committee was created in December 2008. The purpose of the Advisory Committee was to work in alliance with the Interns offering guidance, skills, vision, a “new eye”, resources, a commitment to building relationships in West Oakland, and a commitment to the WOTC. The interns also wanted Advisory Committee members who had a sense of humor.

Interns identified 25 potential members who had either taken part in the initial teen center meetings or had an interest in the WOTC’s development, and youth and adults who were already actively involved in their West Oakland community. A total of 18 members served on the committee, which included seven youth (the four interns and three additional youth). Advisory Committee members came from all walks of life, they were teachers, elected officials, parents, artists, long-time residents, community workers, architects, inventors, and more.

The responsibilities of Advisory Committee members were to meet with the interns on a monthly basis (at least one meeting/month) in order to streamline all work that was happening. Each member was also to serve on one Workgroup, and attend meetings set by the Workgroup (at least one meeting/month). Additionally, they were responsible for identifying potential members for that Workgroup, assisting with preparation for the meetings, facilitating the meeting, and providing support to the Intern assigned to lead that Workgroup. They were also responsible for outreach in the community about the WOTC.

Although the Advisory Committee was scheduled to meet six times, they met five times between January-June 2009. This was due to scheduling difficulties of members.

Workgroups

The three Workgroups were essential to the planning because of their role to make important, foundational decisions about the WOTC. On average, there were 20 youth and ten adults that participated in all of the Workgroups between April and June 2009. The role of the program, services and community mapping Workgroup was to design the overall programming. The role of the architecture and art & design Workgroup was to create the proposed floor plan for the WOTC. Lastly, the role of the organizational design and safety Workgroup was to design key components of the organizational structure, such as the mission and safety plan. The Workgroups kept community members informed of their steady progress through informational meetings.

In the event there was a vote taken on an issue related to the WOTC that was irresolvable in the Workgroup, the Interns' collective vote constituted 60% of the vote. The Advisory Committee collectively constituted 40% of the vote. This was to try and ensure that youth voice was central in the process and the deciding factor to all decisions.

Youth and Community Informational Meetings

Several community meetings were held to keep the community informed about the project. On February 19, 2009, the first meeting was held at St. Mary's Senior Center for the Resident Action Committee, a project of the Alameda County Public Health Department's City-County Neighborhood Initiative. There were approximately fifteen adults and five youth in attendance. The second was a large community meeting held on March 28, 2009 at the Leadership Excellence office. This was by far the largest meeting, hosting 48 people. In addition, Interns conducted a youth meeting on April 20, 2009 at the M. Robinson Baker YMCA. Two days prior, on April 18, 2009, interns collaborated with the YMCA to table at their Healthy Kids Day. The fourth meeting was the Beat 6 Neighborhood Crime and Prevention Council meeting held on April 23, 2009 where approximately 20 residents were present. On April 29, 2009, two Interns

participated in a community forum hosted by Attitudinal Healing Connection, a supporting organization in West Oakland. During all of these community meetings, Interns informed the community about the project, invited them to take the survey or shared initial survey results, and welcomed new members to the Workgroups. An approximate 300-person database was generated with contact information from all survey respondents and outreach recipients. In addition, nearly 50 people were linked into the project through the social networking site, Facebook.

METHODOLOGY

To address the charge to assess youth needs, the lead team decided to use a participatory research model designed and implemented by the Interns. Interns formally partnered with and received extensive training from the DataCenter--a 32-year-old national social justice institution, which empowers grassroots groups advocating for positive change with strategic research support--to develop their survey (Appendix 1). The DataCenter also trained them on data input and data analysis. One hundred and eight (108) youth provided survey data. Of the 108, approximately eight had the survey administered to them by an intern, while the remaining 100 filled it out themselves.

In addition, the project was charged to design the programming and the floor plan for the WOTC. In order to comprehensively develop a plan for programming, the programs, services and community mapping Workgroup engaged in a process of community mapping. Community mapping was important to this process because it allowed the group to generally identify existing programs, activities, and services in West Oakland, or ones that served youth from West Oakland. This workgroup was adamant about *not* having the WOTC replicate similar programs, services, and activities. Rather, they wanted the WOTC to provide programs, services and activities that are missing. For the community mapping process, the Workgroup compiled the names of organizations and programs that survey respondents indicated they used, pulled on their own knowledge of programs/activities/services, and utilized a new program and resource directory created by the Oakland Youth Gang Collaborative¹. It should be noted the directory included neighboring cities from San Francisco to Albany, which served as a good reference for comparison, and which allowed Workgroup members to gain a better idea of what could be possible in West Oakland.

The architecture and art & design Workgroup worked with architects from Gerson-Overstreet Architects (the Architects) to design the proposed floor plan for the WOTC. The Workgroup relied on a survey that the Architects completed to assess the physical space and utilities to build the center.

¹ Oakland Youth Gang Collaborative Resource Directory (2008)

Survey Design

In order to carefully assess the needs and wants of youth from all over West Oakland, Intems developed a 63-question survey generally assessing which programs, activities and services youth would like to have in the WOTC, their general sense of safety in their neighborhoods and the safety measures they prefer in the WOTC, their assumed modes of transportation to the WOTC, about their self and family, their educational levels and goals; their employment status and interests and income level, and demographic information. The survey was comprised of 46 multiple-choice questions, 3 rated questions, and 14 open-ended questions.

The survey design period was approximately one and a half months throughout December and February 2009. In addition, the DataCenter reviewed the survey tool.

Survey Administration and Data Collection

The survey instrument was tested by twelve youth, who attested to its clarity, relevance, and lack of duplication, before it was administered. Survey distribution and data collection was accomplished over a seven-week period, beginning in February 2009. The project was able to offer 100 free, 10-ride Alameda County Transit youth bus passes as incentives to survey respondents. Offering incentives proved to be effective at attracting youth, and sped up the survey process substantially.

The survey was administered at various locations to youth from all over West Oakland (Table 1).

Table 1 Location of Survey Outreach

Table 1: Location of Survey Outreach	
Location	Number
McClymond's High School	58
Unspecified location	20
Bay Area African American Health Summit	13
Door-to-door and street outreach in Hoover-Foster and King-Cole areas	8
Oakland College Exposition	4
Leadership Excellence office	1

Source: WOTC Survey 2009

Participants

In this Report “participants” and “respondents” are used interchangeably. Interns surveyed youth residents of West Oakland between the ages of 13-24, gathering critical information about their lives (Table 2)

Table 2 Demographics of WOTC Survey Respondents

Table 2: Demographics of WOTC Survey Respondents	
Ethnic or Racial Background	Percent %
Black or African American	83%
Mixed race	14%
Lanno	10%
White	4%
Indigenous	2%
Asian and Pacific Islander	1%
Southwest Asian or North African/Arab	1%
Other	21%
Sex	
Female	51%
Male	49%
Transgender	0%
Intersex	0%
Sexuality	
Heterosexual	88%
Bisexual	3%
Lesbian	1%
Questioning	1%
Queer	1%
Gay	0%
Transgender/Transsexual	0%
Other	5%
Public Assistance Recipients	
Medi-Cal	80%
Welfare	50%
Free or reduced lunch	44%
Food Stamps	43%
WIC	13%
SDI/disability	7%
Foster Care benefits	3%
EDD/Unemployment	0%
Other	20%
Level of Education	
Middle/grade school graduation	13%
Some high school	52%

GED	1%
High school diploma	22%
Some college	8%
College graduation	2%
Post-college (Masters or PhD)	2%

The majority (83%) of the participants were Black or African American. Also included were Mixed race (14%), Latino (10%), White (4%), Indigenous (2%), Asian and Pacific Islander (1%), Southwest Asian or North African/Arab (1%), and Other (21%) participants. Of the respondents, 51% identified as female, and almost half (49%) identified as male. Approximately 9 out of 10 respondents identified as heterosexual.

The survey measured participants who accessed public services. Nearly 1/2 of participants qualified for free or reduced lunch at school. Eighty percent of respondents who indicated they had health insurance were insured under Medi-Cal.

In order to obtain a full picture of family life, respondents were asked about their parents or guardians. More than 3/4 of respondents live with their mothers. Only 38% of respondents indicated their parent(s) or guardian(s) had a high school diploma.

In addition, the survey measured the educational status and goals of participants. About 7 out of 10 participants had completed some high school, or had their high school diploma. More than 1/2 of participants saw themselves in college or graduate school in the next five years. Specific academic interests included business, art, education, technology, and law. When asked their ideal career, participants included answers such as, "owning a business", being a nurse, dancer, or an educator. The top two obstacles indicated by respondents to furthering their education or career goals were "family problems" and "don't have money", further underscoring the need for a safe place for youth to obtain educational and career development support.

FINDINGS

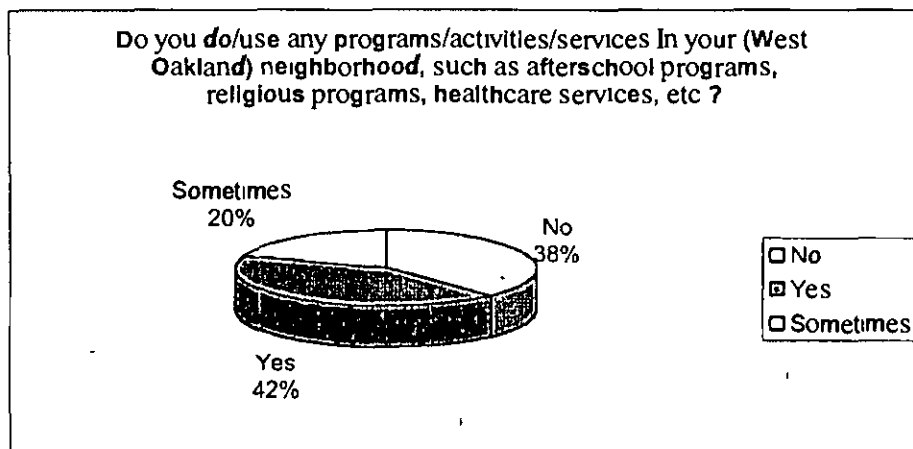
Interns determined the most effective method to include youth and community input and to create community support for the WOTC was to form ongoing Workgroups. The role of the Workgroups was to utilize and expand on the data collected from the surveys in order to make important decisions about the WOTC. Workgroup members used their creativity and imagination, along with their experience, to discuss and make decisions primarily in three main areas of planning, programming, organizational design (and safety), and architectural design. The following section will report on survey results and Workgroup findings and decisions.

Program, Services and Community Mapping Workgroup Findings and Decisions

The program, services and community mapping workgroup (PSCM) used survey data and engaged in a community mapping process to determine the proposed programming, summarized into a Program Matrix (discussed later in this Report). Many adults, and even several youth, of the PSCM had experience in designing programs at other community organizations and youth centers.

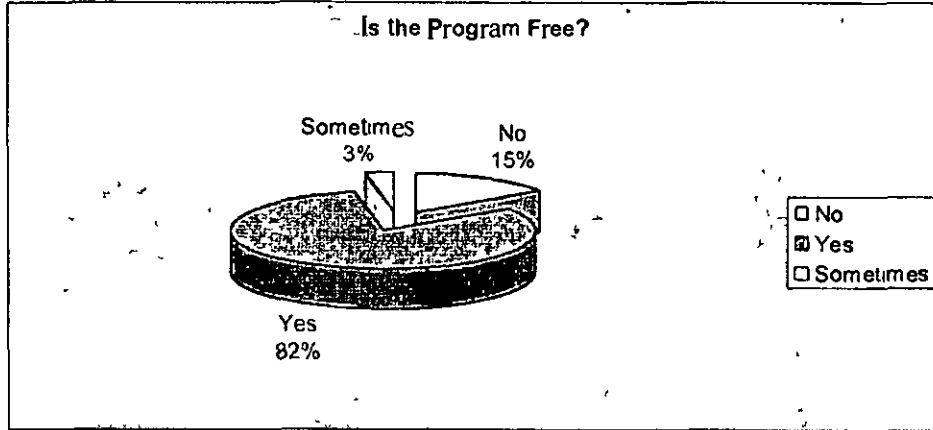
The first step of the PSCM was to compile and analyze survey results that related to programming. The PSCM first wanted to understand which programs youth were already participating in. When participants were asked if they use any programs, activities or services in their neighborhood, nearly 6 out of 10 respondents reported “no” or “sometimes” (Figure 1). The reasons given included, “I don’t know,” “We don’t really have any,” “Because it ain’t safe,” and “The reason is because I haven’t found something.” One respondent wrote, “I feel there should be more geared towards teens to prevent trouble.”

Figure 1 Programs/Activities/Services Use in West Oakland



Eight out of ten respondents who do use programs/activities/services (indicated as a “yes” response), or “sometimes” use programs/activities/services, indicated the ones they use are free (Figure 2). A correlation can be assumed between program participation and fee for use. The WOTC hopes to provide free programs and services. This would be different than other centers and organizations in West Oakland.

Figure 2 Cost of Programs/Activities/Services



When youth were asked if they wanted a job-training program in the Center, an astounding 81% of respondents indicated, "yes" (Figure 3). This is especially relevant, as 76.8% of respondents were not currently employed at the time they filled out the survey (Figure 4). The top three jobs/industries that respondents were most interested receiving job training in were: computers (50.5%), food (47.5%), and entertainment (46.4%) (Figure 5).

Figure 3 Job Training Interest

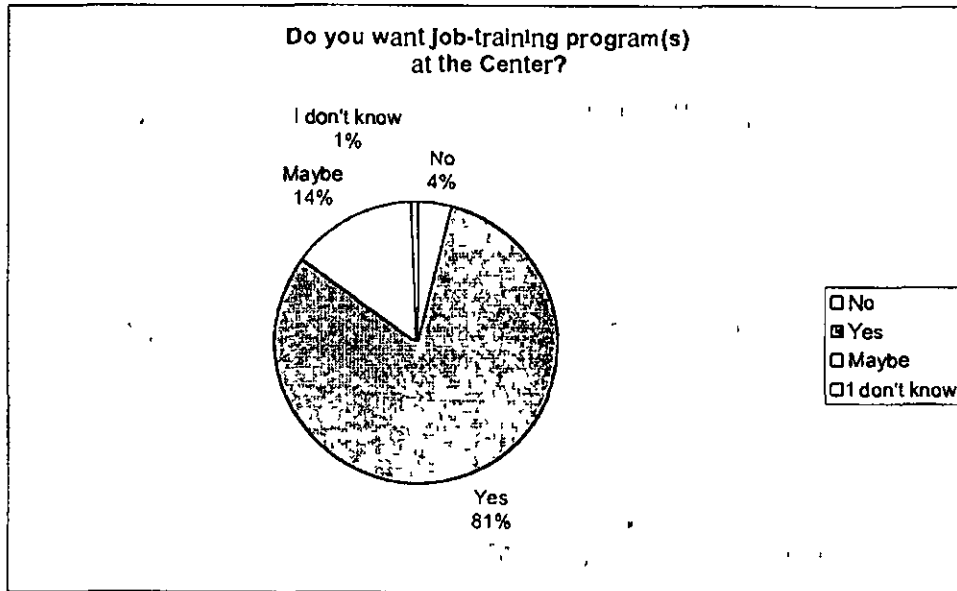


Figure 4 Current Employment

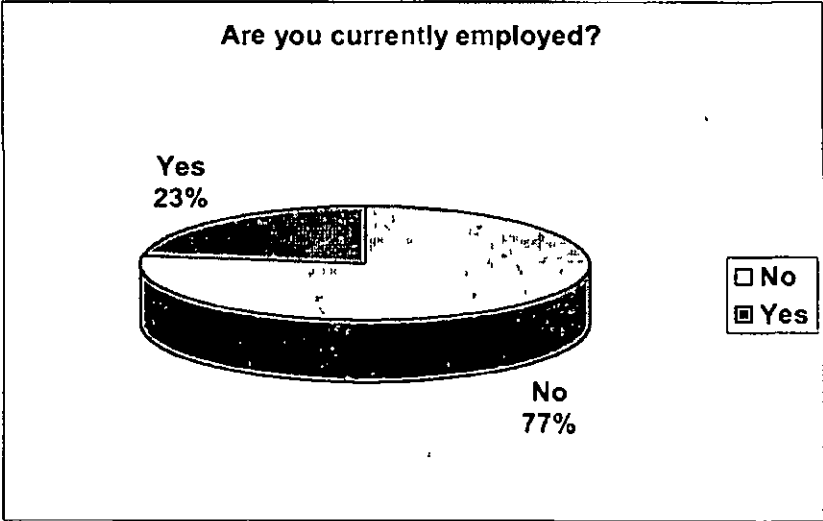
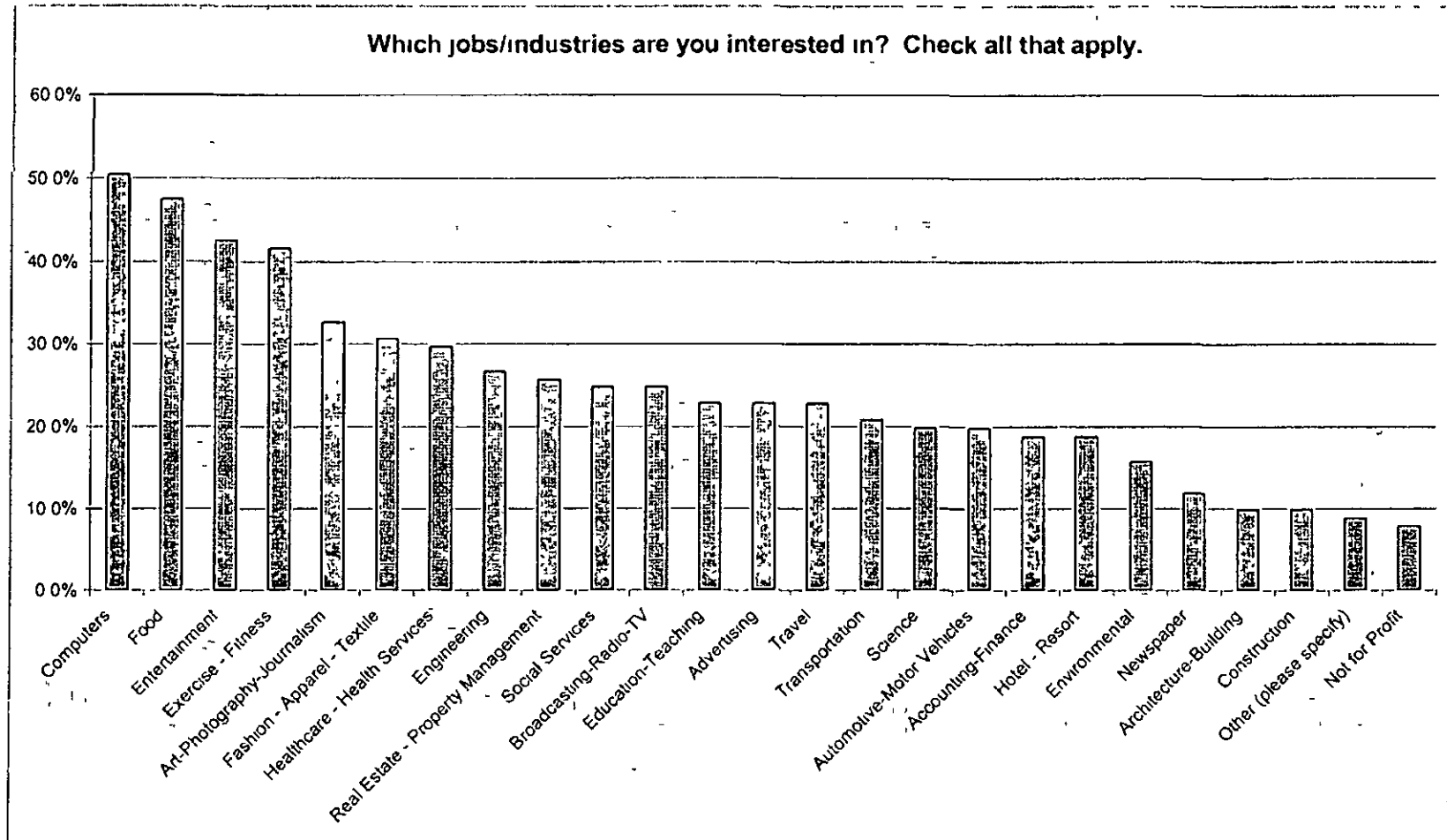
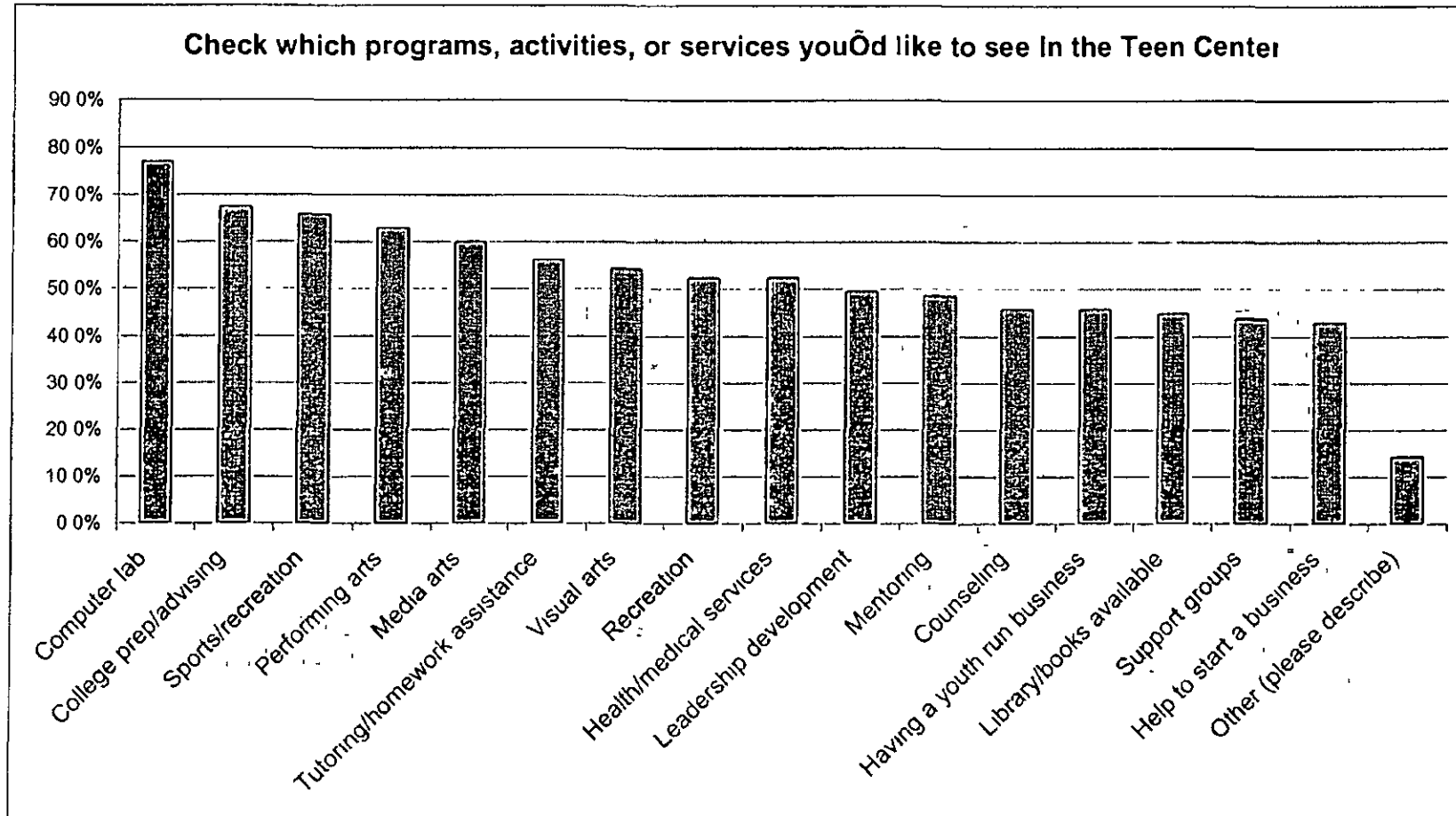


Figure 5 Top Three Jobs/Industries



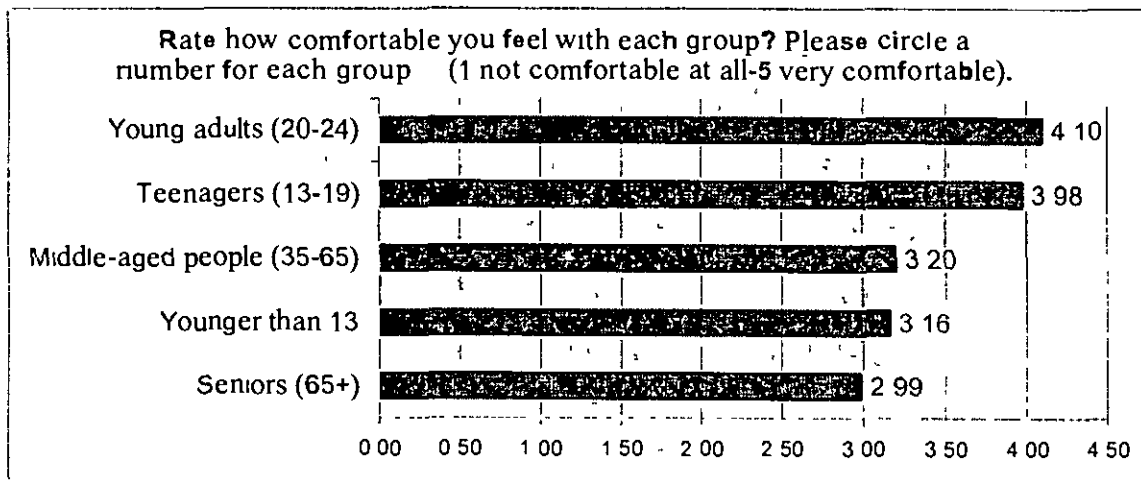
The survey asked respondents to check all the programs, activities and services they were most interested in having at the WOTC. Figure 6 displays these results. The top five choices in order were computer lab (77.1%), college prep/advising (67.6%), sports/recreation (65.7%), performing arts (62.9%), and media arts (60.0%).

Figure 6 Programs, Activities, and Service Youth Would Like To See



The PSCM recognized the need to have age appropriate programs geared towards teens and young adults, as a distinct characteristic of the WOTC. When asked to rate the age group they felt “comfortable with” on a scale of 1 (least comfortable) to 5 (most comfortable), on average respondents rated 20-24 year olds as the group they most felt comfortable with (average of 4.1), followed by 13-19 year olds (3.98) (Figure 7). Several questions and concerns relating to age-specific programming were raised in the Advisory Committee and the PSCM, as many of the parents involved were concerned about younger teenagers sharing space with older teenagers and young adults.

Figure 7 Age Specific Comfort



Additionally, the majority of respondents would like the WOTC to be a multilingual space (Figure 8). Respondents also noted that they would most likely come to the WOTC during after school hours (between 3:00pm and 6:00pm on weekdays), as well as Saturday and Sunday afternoon or evenings (between the hours of 5:00pm-12:00am) (Figure 9).

Figure 8 Interest in Multi-Lingual Programs

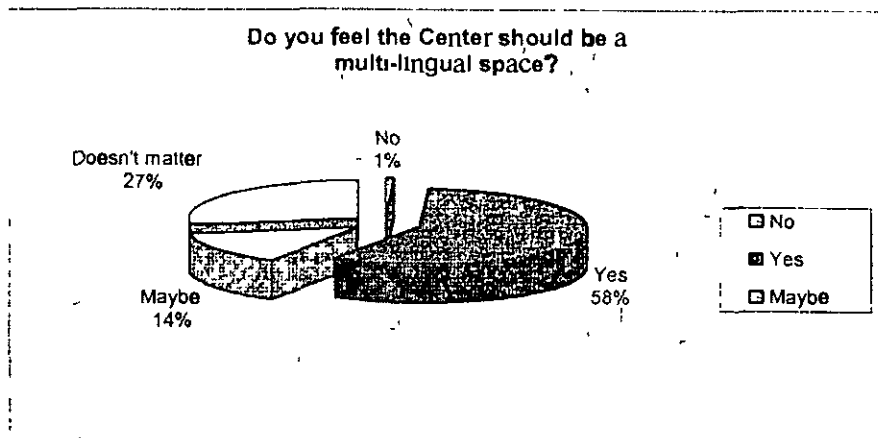
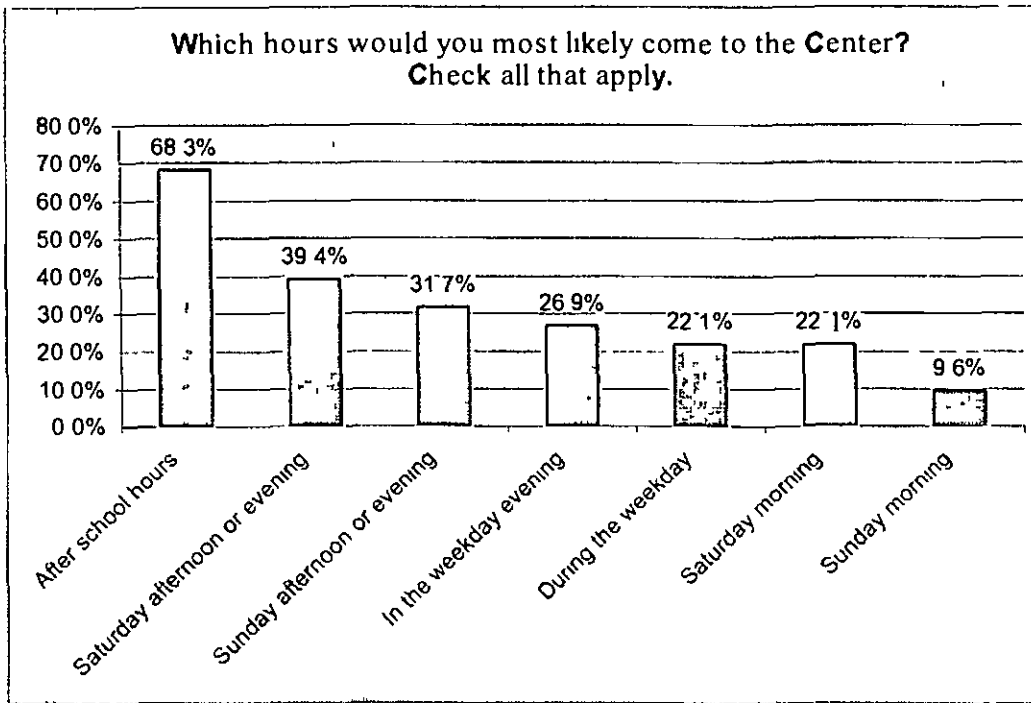


Figure 9 Center Hours



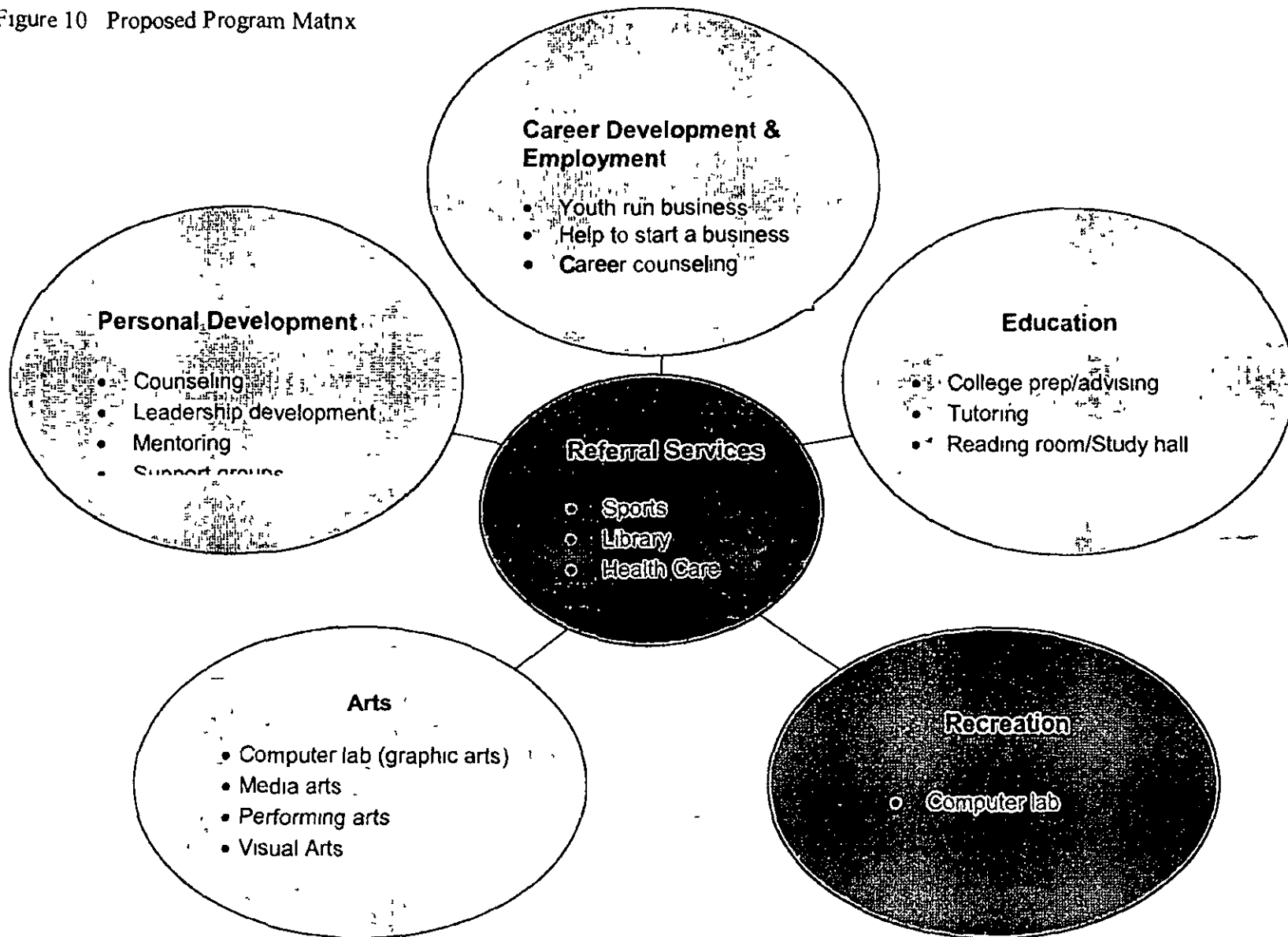
Based on these results, it is clear that programs and services must be free and that job training is high priority. There are many jobs/careers within the broad categories of computers, food, and arts. Thus, planning is needed for specific and individual program planning that will fall under these categories. The five key program areas identified were: Personal Development, Arts, Education, Career Development and Employment, and Referral Services. Figure 10 displays the program matrix. Within the personal development program area, programs should include counseling, leadership development, mentoring, and support groups. The multi-arts program area should host relevant programs that focus on media arts, visual arts, performing arts, and graphic arts. The education program area should host programs that focus on college preparation, academic advising, and tutoring. A study hall was requested in the center as part of this program area. The career development and employment program area should focus programming on career counseling, job training, and entrepreneurship. Lastly, the referral services program area will not host any specific programs. Rather this area will refer youth to existing health services, and sports and recreation programs in (West) Oakland. Based on data and after much discussion, it is the recommendation of the PSCM that age-specific programming be available for 13-15 year olds, 15-19 year olds, and 20-24 year olds.

Programs should be offered in multiple languages. Future planning should ascertain which languages may best serve program participants. Having the WOTC open after school hours, as well as weekend hours is a key recommendation. Having the WOTC open during these hours

may be a deterrent to youth crime, as most reported crime committed by adolescents happens after school hours

Once the program matrix was complete, the PSCM collaborated with the architecture and art & design Workgroup to determine how many youth could be served in the proposed programs. This allowed that Workgroup to create floor plans that accurately divided the square foot usage per participant to ensure maximum utilization of space.

Figure 10 Proposed Program Matrix

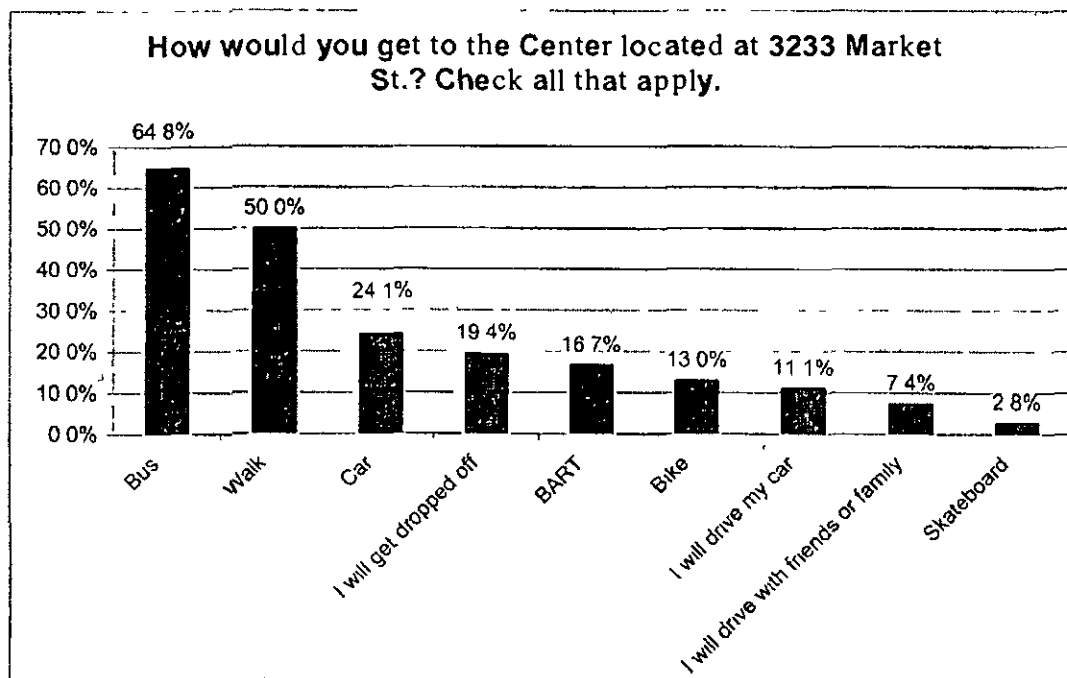


Architecture, and Art & Design Workgroup Findings and Decisions

The architecture and art & design workgroup (AAD) worked with the Architects to design the proposed floor plan for the WOTC based on the program matrix. There were a total of eight AAD Workgroup meetings between February and July 2009. The AAD included two adult participants who were trained in architecture, design and construction, and offered their expertise at meetings. Finally, AAD designed a logo for the WOTC, which was printed on t-shirts and all outreach material that was distributed, and helped to paint a banner, which now hangs outside the center.

Although the floor plan was revised many times, the youth were consistently adamant about several points related to the design: that the entrance change to face the eastern side of the center, on Market Street (currently the building's main entrance is on Brockhurst Street), that a large space is created for a stage and dance area, that a window, also facing the Market Street side, is built to sell food/snacks, and that the current parking area of the building be converted to a covered seated area to serve as a lounge/dining area. This last point was determined because more than half of respondents indicated they would take the bus and/or walk to the WOTC, rendering the parking lot in that area not necessary (Figure 11).

Figure 11 Travel Methods to the Center



The architects conducted a survey of the physical space and utilities available to meet the program needs of the youth. The priorities and options of the design were discussed and distilled

into a mutually acceptable final conceptual drawing. The final drawing was analyzed for practicality and cost considerations. According to the architects, the approved conceptual design, for a single floor structure, has the following salient space-volume distribution:

- 1 One main controlled entry from Market Street,
- 2 A revamped and re-equipped kitchen,
- 3 Additional storage spaces for the kitchen,
- 4 Newly built restrooms to meet accessibility,
- 5 An enlarged main hall with folding partitions for multiple uses,
- 6 New raised stage for chair storage,
- 7 A ramp and easy emergency egress to exits,
- 8 Computer lab, offices, and classroom/meeting rooms along Market Street,
- 9 Folding partitions in the dining hall to create counseling offices,
- 10 Imaginative uses of external open space for career oriented classes after demolition of the existing stage, baptismal, and pastor offices; and
- 11 Wide passages for easy transition and emergency exit

Based on survey results and the AAD work, it is important that the WOTC is built to best meet the needs of the programs, and that the space is configured for maximum utilization. The proposed floor plan for the WOTC appears in Appendix 2. It is recommended that the kitchen and dining area be used for job training in the food industry, and as a way to generate revenue in the WOTC. The computer lab should be used for college prep/advising, homework assistance, as well as media and graphic arts. In addition many of the personal development programs should be held in the classroom spaces directly adjacent to the stage area. Lastly, the stage area should host visual and performing arts programs, and host events/performances as an additional way to generate revenue in the WOTC.

In the coming months it is recommended that the conceptual design be developed into final construction documents, incorporating new utilities, insulation and weatherproofing. The construction of the WOTC is *targeted* to begin in the summer of 2010, and complete by the end of 2011. It is the hope that the WOTC will revitalize the neighborhood and help to reduce the blight and social decline that Oakland is grappling with.

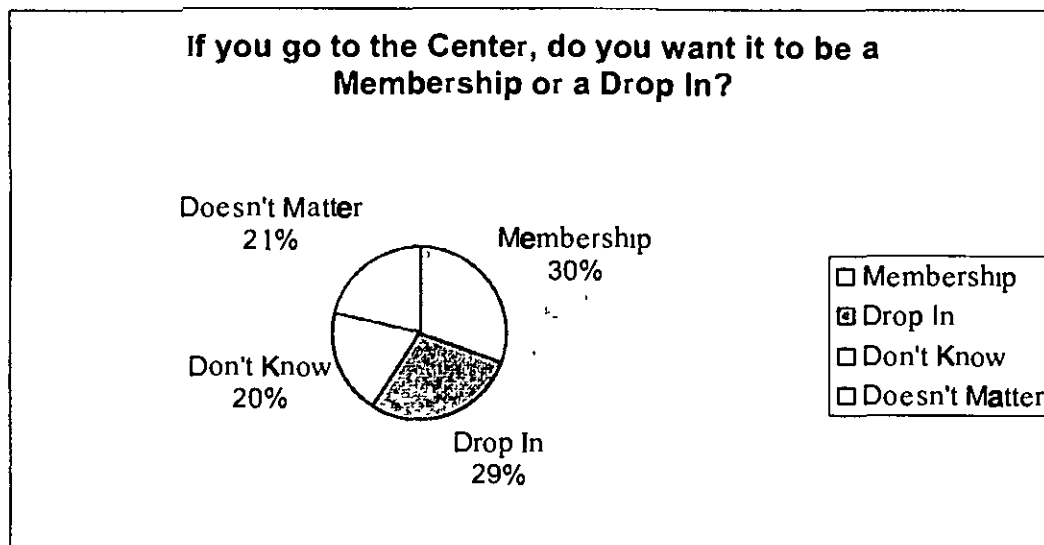
Organizational Design and Safety Workgroup Finding & Decisions

The organizational design and safety workgroup (ODS) created the WOTC's proposed mission statement, as well as engaged in initial discussions relating to safety in the WOTC

The ODS began by creating the mission statement. In order to create it, the ODS discussed various topics such as how the WOTC will be different from neighboring organizations and centers, the kind of environment that youth wanted the WOTC to have, how the WOTC could help to curb violence, and how the WOTC could contribute to the success of West Oakland youth. As a response to these questions a proposed mission statement was created.

The workgroup moved on to discuss if the WOTC would serve as a membership center (a membership center may mean that youth who came, would have to sign up to be a member (free), and for services and programs) or a drop-in center (a drop-in center may mean that youth would not have to be a member, and could drop in whenever needed or wanted). When asked this question on the survey, there was very little statistical difference between responses, a margin of less than 3% (Figure 12)

Figure 12. Membership or Drop In Center



Safety was a great concern for workgroup members, as well as respondents. When asked to rate the safety of their neighborhood, the majority of respondents, across gender, on average reported their neighborhood as "not safe" (Figure 13). Sixty-four of the 108 respondents feared that safety would or may be a concern (indicated as "yes" or "I don't know" while traveling to the WOTC (Figure 14)

The top two methods of security measures that more than half of respondents preferred are staff (57%), a camera (45%), and a security guard (45%) (Figure 15)

Figure 13 Safety of Your Neighborhood

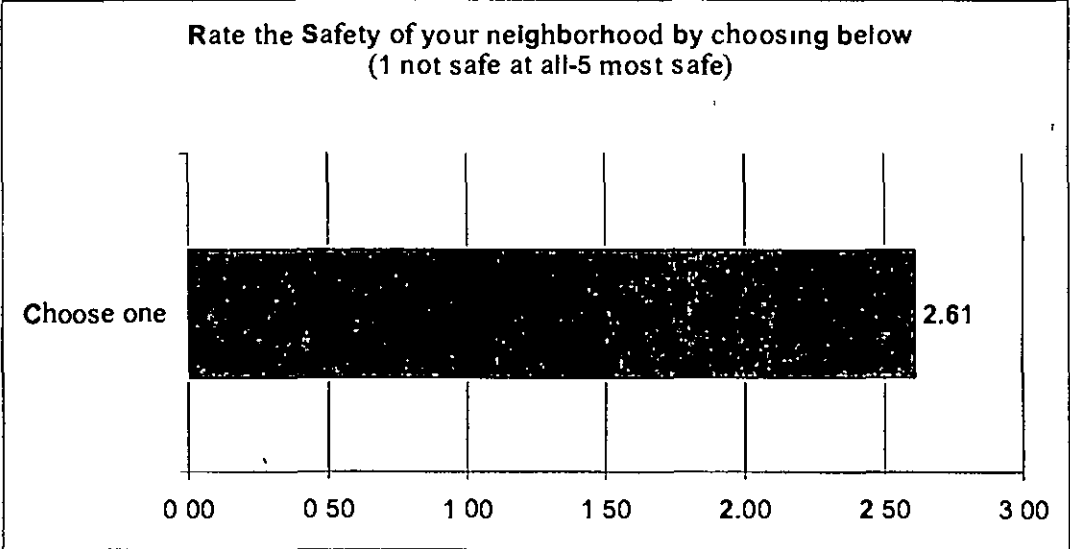


Figure 14 Concern About Safety While Traveling to the Center

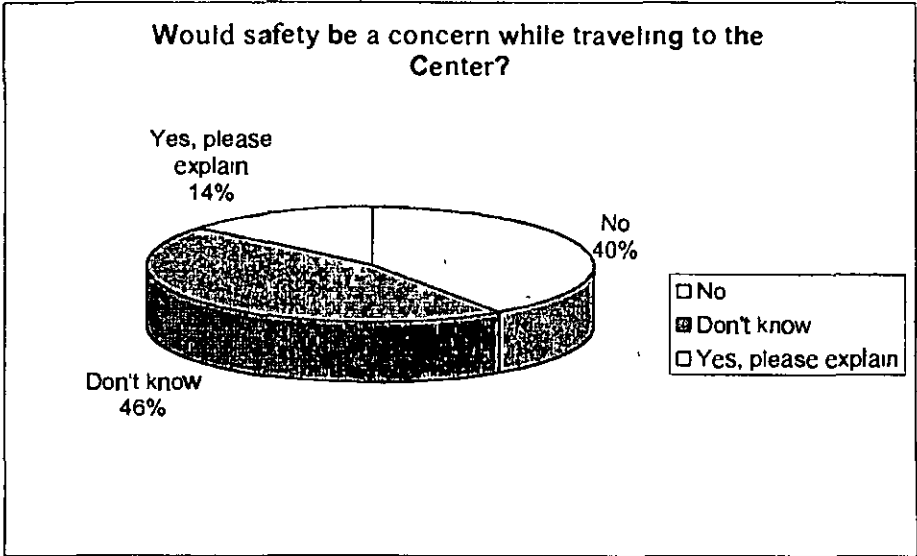
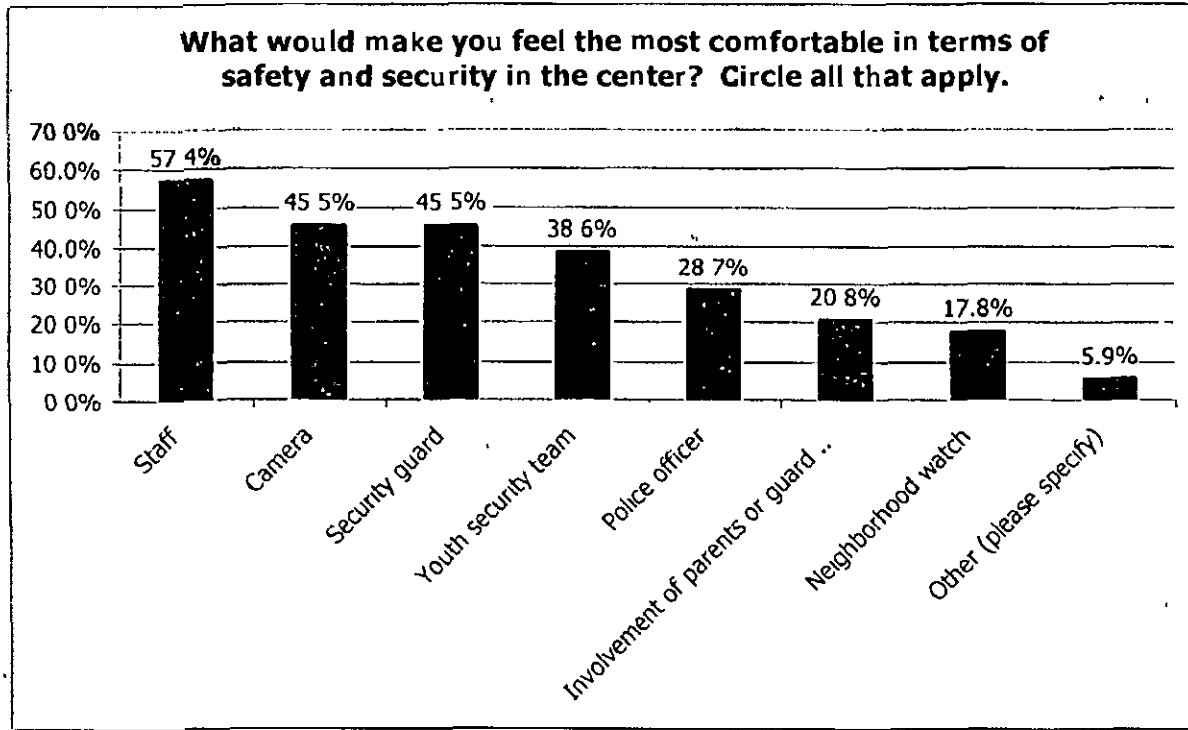
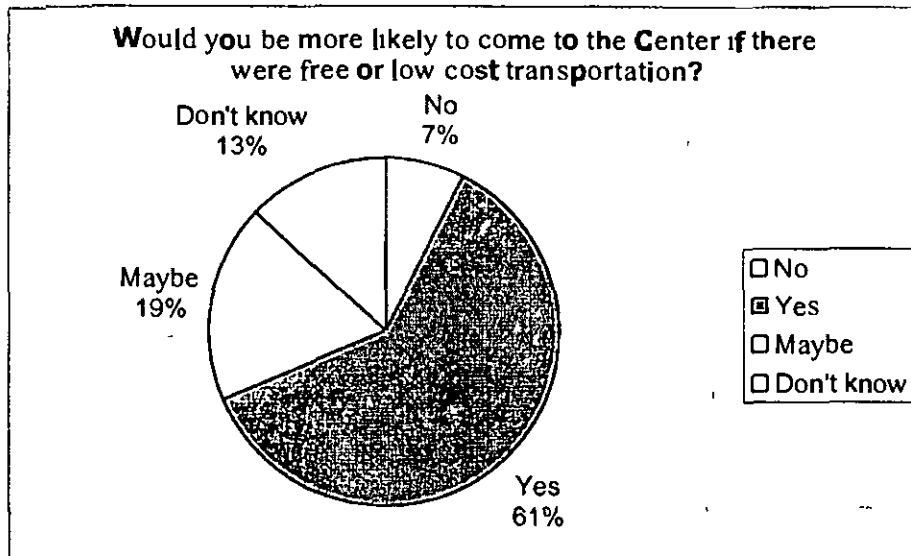


Figure 15 Security Measures Inside the Center



Additionally, although nearly half of participants stated that transportation would not be an issue for them to come to the WOTC, 2/3 of youth stated if there was a free or low cost way of transportation to the WOTC, they would be more likely to come (Figure 16)

Figure 16: Transportation Cost to WOTC



Based on the data and workgroup findings, the following is a proposed mission statement (it should be noted that this statement was written entirely by youth after two meetings of this Workgroup)

“The West Oakland Teen Center mission is to serve and protect the youth primarily in West Oakland and throughout Oakland, no matter an individual’s ethnic or racial background, sex, gender, sexuality, religion, lifestyle, and health status. We believe in educating people to help them educate themselves. To change the safety issues within our community, we provide services not only to keep youth safe and learning, but also to have fun. The youth are the most important individuals to us, the reason for our being. We support all youth in any aspect of their lives.”

Additionally, it is recommended that the WOTC serve as a membership center. This aims to create a stronger sense of community in the WOTC, create easier methods to better orient youth to the variety of programs and services, and also retain youth. Any drop-in services that youth identify would be handled with the referral services program area. It is also recommended that staff, security guard(s) and a youth security team serve as the main security measures for the WOTC. On a visit to the RYSE Center in Richmond, CA the lead team learned about how RYSE utilizes a youth security team whom they call “Culture Keepers”. The Culture Keepers are youth employed to monitor the different areas of the RYSE, such as the computer lab, providing security and simultaneously building relationships with the youth who come to RYSE. In addition to staff and a camera, this may be an efficient, reproducible model for the WOTC that could employ youth, could provide an answer to safety concerns, and foster relationships with youth across neighborhoods or “turfs” in West Oakland. Lastly, it is recommended that the WOTC offer low cost or free methods of transportation to accommodate the youth traveling to the WOTC.

FISCAL IMPLICATIONS

The estimated total project budget for a single floor building is \$4,500,000, and \$ 6,900,000 for a double story. Funding currently available is as follows:

- 1 \$478,172, the balance of the redevelopment funds budgeted by Council in FY 07-09,
- 2 \$100,300 in CDBG funds for capital improvements granted for FY 09-11, and
- 3 \$75,000 in CDBG funds for programming granted for FY 10-11

Additional funding will need to be secured for staffing and operational needs for the WOTC. We have identified and are cultivating several funding sources for this project, including local, state, and federal grants. We are also pursuing corporate and community support.

Everyone involved with planning for the WOTC believe that an investment in the WOTC will be an investment in the youth of West Oakland, possibly curbing violence, increasing rates of academic achievement, increasing employment, and engaging more youth of Oakland in economic and community development

RECOMMENDATIONS FOR FUTURE PLANNING

Based on the work on all involved in the project, the following are recommendations for future planning divided into workgroups (although these workgroups may not exist in the same structure) For all future planning, it is highly recommended that youth be involved in every step as decision makers and active participants

Programs, Services, and Community Mapping

Additional planning is recommended to fully determine programming aspects, such as the specific programs, program parameters, program partners, and program schedule This will help to determine staffing, and will help the center in outreach efforts to West Oakland youth Future planning should ascertain if programs will be available in multiple languages, and which languages may best serve program participants.

Architectural and Art & Design

In order to strengthen youth and community buy-in into the WOTC, it is recommended that youth continue to be involved in the art, design and the construction of the WOTC For instance, a team of youth artists could work to paint, create murals or lead the interior design of the WOTC Or, youth that are involved in construction apprenticeship programs, could help with construction

Organizational Design and Safety

Additional planning should focus on building the infrastructure of the WOTC This should include workforce planning which will include adult and youth staffing, decision-making procedures, safety policies, staff and youth accountability measures such as agreements, developing a collective theory of change, and a shared understanding of the outcomes of the WOTC among youth, staff and key stakeholders

CONCLUSION

The WOTC Surveying and Planning Project sought to hear from youth in West Oakland about their lives, concerns, needs and wants for a new center. This Report was an attempt to share what we learned from youth, what we make of the findings, and important foundational decisions. The WOTC stands to serve and positively impact West Oakland youth, particularly those who have been negatively affected by their environment. The hope that the youth have for the WOTC can be summarized in the following statement from the interns:

“The center will create a space where youth can be engaged, will support youth in developing their talents and life skills, will create a space that youth feel welcomed and safe, will empower youth so that they can renovate their view of who they are and the value of their community, and will create a space that is open-minded, respectful, and accepting of others.”

APPENDIX 1· West Oakland Teen Center Survey

FOR INTERNAL USE ONLY Interviewer _____ Date _____ Place of survey _____ Survey # _____
--

Hello My name is _____ and I am a Youth Intern with the new "West Oakland Teen Center" located at Brockhurst Ave and Market St. The center hasn't opened yet, and we are surveying youth from West Oakland to see programs and services they'd like the Center to have available. The survey will take 15 minutes, and you will receive a 10-minute youth bus-pass for fully completing the survey. Would you be able to complete our survey?

If they say YES, then ask "Do you live in West Oakland?"
If they DON'T live in West Oakland, say "Thank you for your time, but we are only surveying youth that live in West Oakland."
If YES, continue and ask "How old are you?" _____
If they are NOT between the ages of 13-24, say "Thank you for your time, but we are only surveying West Oakland youth ages 13-24."
Your answers are strictly confidential. Your participation is voluntary and your name will not be identified with your answers.

1) Which neighborhood do you live in (what is the intersection/cross streets)?

1a) Rate the safety of your neighborhood by circling below (1 not safe at all-5 most safe)

Not Safe At All					Very Safe
1	2	3	4	5	

Section 1 - Programs, Activities and Services

2) Do you do/use any programs/activities/services in your (West Oakland) neighborhood, such as afterschool programs, religious programs, healthcare services, etc ?

- No
- Yes
- Sometimes

2a) If no, why not? _____

2b) How do you find out about the youth programs and services in the area?

2c) If yes, please complete the chart for the 2 programs/activities/services you use **MOST**

Program **Is the program free?** **Are you satisfied with it?** **How do you travel there?**

	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> Sometimes 	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> Sometimes <p>Please explain</p> <p>_____</p> <p>_____</p> <p>_____</p>	<ul style="list-style-type: none"> <input type="radio"/> Bus <input type="radio"/> BART <input type="radio"/> Walk <input type="radio"/> Skateboard <input type="radio"/> Bike <input type="radio"/> Car (check below) <ul style="list-style-type: none"> _____ I drive my car _____ I drive with friends or family _____ I get dropped off
	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> Sometimes 	<ul style="list-style-type: none"> <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> Sometimes <p>Please explain</p> <p>_____</p> <p>_____</p> <p>_____</p>	<ul style="list-style-type: none"> <input type="radio"/> Bus <input type="radio"/> BART <input type="radio"/> Walk <input type="radio"/> Skateboard <input type="radio"/> Bike <input type="radio"/> Car (check below) <ul style="list-style-type: none"> _____ I drive my car _____ I drive with friends or family _____ I get dropped off

3) How do you want the environment (the vibe) to be when you come to the Center?

4) Check which programs, activities, or services you'd like to see in the Teen Center

- College prep/advising
- Computer lab
- Counseling
- Having a youth run business
- Health/medical services
- Help to start a business
- Leadership development
- Library/books available
- Media arts (djing, music/film, web design production)
- Mentoring
- Performing arts (dancing, theatre, singing, instrument, spoken word)
- Recreation (e.g. cooking, woodworking, sewing, bike repair)
- Sports/recreation
- Support groups
- Tutoring/homework assistance
- Visual arts (drawing, graffiti art, photography, painting)
- Other (please describe) _____

5) Do you feel the Center should be a multi-lingual space?

- No
- Yes
- Maybe
- Don't know

6) Do you want job-training program(s) at the Center?

- No
- Yes
- Maybe
- Don't know

6a) Which jobs/industries are you interested in? Check all that apply

- Accounting-Finance
- Advertising
- Architecture-Building
- Art-Photography-Journalism
- Automotive-Motor Vehicles
- Broadcasting-Radio-TV
- Construction
- Computers
- Education-Teaching
- Engineering
- Entertainment
- Environmental
- Exercise - Fitness
- Fashion - Apparel - Textile
- Food
- Healthcare - Health Services
- Hotel - Resort
- Newspaper
- Not for Profit
- Real Estate - Property Management
- Science
- Social Services
- Transportation
- Travel
- Other _____

7) If you go to the Center, do you want it to be a Membership or Drop In? A Membership center might mean that you would have to sign up to be a member (free), and for services and programs. A Drop In center might mean that you wouldn't have to be a member, and could drop in whenever needed or wanted. Circle one.

Membership Drop In Don't know Doesn't matter

7a) If you chose membership or drop in, please explain

--
Section 2 – Safety

8 What would make you feel the most comfortable in terms of safety and security in the center? Circle all that apply.

- | | |
|-------------------|-------------------------------------|
| Security guard(s) | Neighborhood watch |
| Police officer(s) | Youth security team |
| Staff | Involvement of parents or guardians |
| Camera(s) | Other (please write in) _____ |

8a) Please explain your answer

9) Rate how comfortable you feel with each group? Please circle a number for each group (1 not comfortable at all-5 very comfortable)

	Not comfortable at all			Very Comfortable	
	1	2	3	4	5
Seniors (65+)	1	2	3	4	5
Middle-aged people (35-65)	1	2	3	4	5
Young adults (20-24)	1	2	3	4	5
Teenagers (13-19)	1	2	3	4	5
Younger than 13	1	2	3	4	5

--
Section 3- Transportation

10) How would you get to the Center located at 3233 Market St.? Check all that apply

- | | | |
|-------------------------------|-------------------------------------|--|
| <input type="checkbox"/> Bus | <input type="checkbox"/> Walk | <input type="checkbox"/> Bike |
| <input type="checkbox"/> BART | <input type="checkbox"/> Skateboard | <input type="checkbox"/> Car (check below) |
| | | _____ I will drive my car |
| | | _____ I will drive with friends or family |
| | | _____ I will get dropped off |

11) Where would you most likely travel from to get to the Center? Check all that apply

- School
- Home
- Work
- Other

12) Would safety be a concern while traveling to the Center?

- No
- Don't know
- Yes, please explain _____

13) Would you be prevented from coming to the Center because of travel costs?

- No
- Yes
- Maybe
- Don't know

14) Would you be more likely to come to the Center if there were free or low cost transportation?

- No
- Yes
- Maybe
- Don't know

15) Which hours would you most likely come to the Center? Check all that apply

- During the weekday (8 00-3 00pm)
- After school hours (3 00-6 00pm)
- In the weekday evening (6 00pm-12 00am)
- Saturday morning (8 00am-12 00pm)
- Saturday afternoon or evening (12 00-5 00pm, 5 00-9 00pm, 9 00pm-12 00am)
- Sunday morning (8 00am-12 00pm)
- Sunday afternoon or evening(12 00-5 00pm, 5 00-9 00pm, 9 00pm-12 00am)

--

Section 4- Self and Family

16) Do you have any talent(s)? (A talent is something you're really good at doing)

- No
- Don't know
- Yes, please explain _____

17) Do you have a hobby(ies)? (A hobby is some

- No
- Don't know
- Yes, please explain _____

18) Rate your skills in the following areas (1 lowest-5 highest)

	Lowest				Highest
Reading	1	2	3	4	5
Writing	1	2	3	4	5
Math	1	2	3	4	5
Being on time	1	2	3	4	5
Public Speaking	1	2	3	4	5
Computer/typing	1	2	3	4	5
Office skills	1	2	3	4	5
Art, dance, music, photography, poetry	1	2	3	4	5
Other _____	1	2	3	4	5

19) Who do you live with? Circle all that apply

- Mother Father Husband/wife
 Grandparent(s) Sibling(s) On my own
 My children Foster parent(s) (un-related) Boyfriend/Girlfriend
 Group home Other (please specify) _____

20) Which language(s) are spoken at home? Circle all that apply

- English Spanish French/Creole Amharic
 Tigrinya Arabic Swahili Cantonese
 Mien Hmong Vietnamese Other _____
 Sign Mandann

21) Do you have any brothers and sisters?

- No Yes

21a) If yes, how many of each and how old are they?

Number of Brothers _____ Ages _____
 Numbers of Sisters _____ Ages _____

22) Do you have any children?

- No Yes

22a) If yes, how many and hold are they?

Number of children _____ Ages _____

23) Do they live with you?

- No Yes

23a) If no, who do they live with? _____

--
Section 5 – Education

24) What was your parent(s)/guardian(s) highest level of education? Check for both parents (if both)

Middle/grade school graduation	High school diploma	Post-college (Master's or PhD)
Some high school	Some college	
GED	College graduation	

25) What is currently your highest level of education? Circle one

Middle/grade school graduation	High school diploma	Post-college (Master's or PhD)
Some high school	Some college	
GED	College graduation	

26) Are you currently enrolled in school?

No Yes Which school? _____

27) Are you able to study/do homework at home?

No Sometimes Yes

27a) If no or sometimes, please explain

28) Are there any significant issues at home that affect you?

No Sometimes Yes

28a) If sometimes or yes, please explain

29) Where do you see yourself in 5 years?

29a) If you see yourself in college/would like to go to college, what would you want to study/major in? _____

30) What is your ideal job or career?

31) Have you experienced any of the following obstacles to furthering your education or career goals? Check all that apply

- Have a child(ren)
- Have family problems
- Have a police record
- (Previous) trouble in school
- Don't have money
- Don't know what I want to do
- Don't feel like I have support
- Don't like school
- Don't feel like I fit in or I'm made fun of
- Don't have transportation
- Other please describe _____

--

Section 6- Employment and Income

32) Are you currently employed?

- No
- Yes

32a) Where is your job located? Circle one

West Oakland	East Oakland	San Leandro
Downtown Oakland	North Oakland	San Francisco
Berkeley	Alameda	Other _____

33) What is your approximate family income? Circle one

Below \$ 13,000	\$ 61,000-81,000
\$ 13,000-21,000	\$ 81,000-100,000
\$ 21,000-41,000	\$ 100,000 +
\$ 41,000-60,000	Don't know

Section 8 – Personal Information (Voluntary)

40) Would you like to get involved or keep updated with the planning of the Teen Center?

- No
- Yes

If no, thank you, and here is your bus pass!

40a) If yes, please give us your contact information so that we can plug you in! Your personal information will be kept separate from your survey answers so that it remains confidential

Name _____
Address _____
Phone _____
Email _____

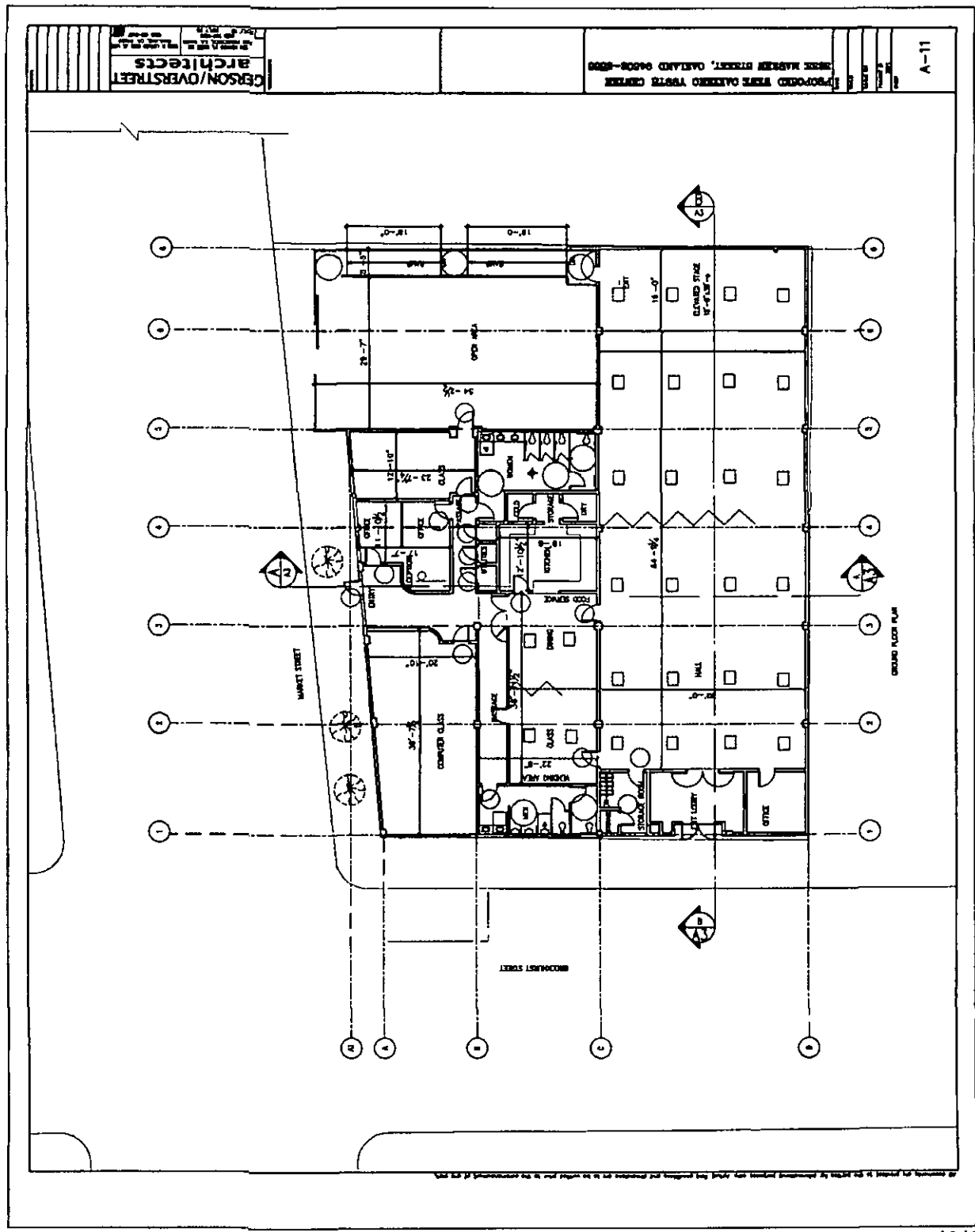
40b) We will have different workgroups that people can get involved with Which would you like to do? Check all that apply

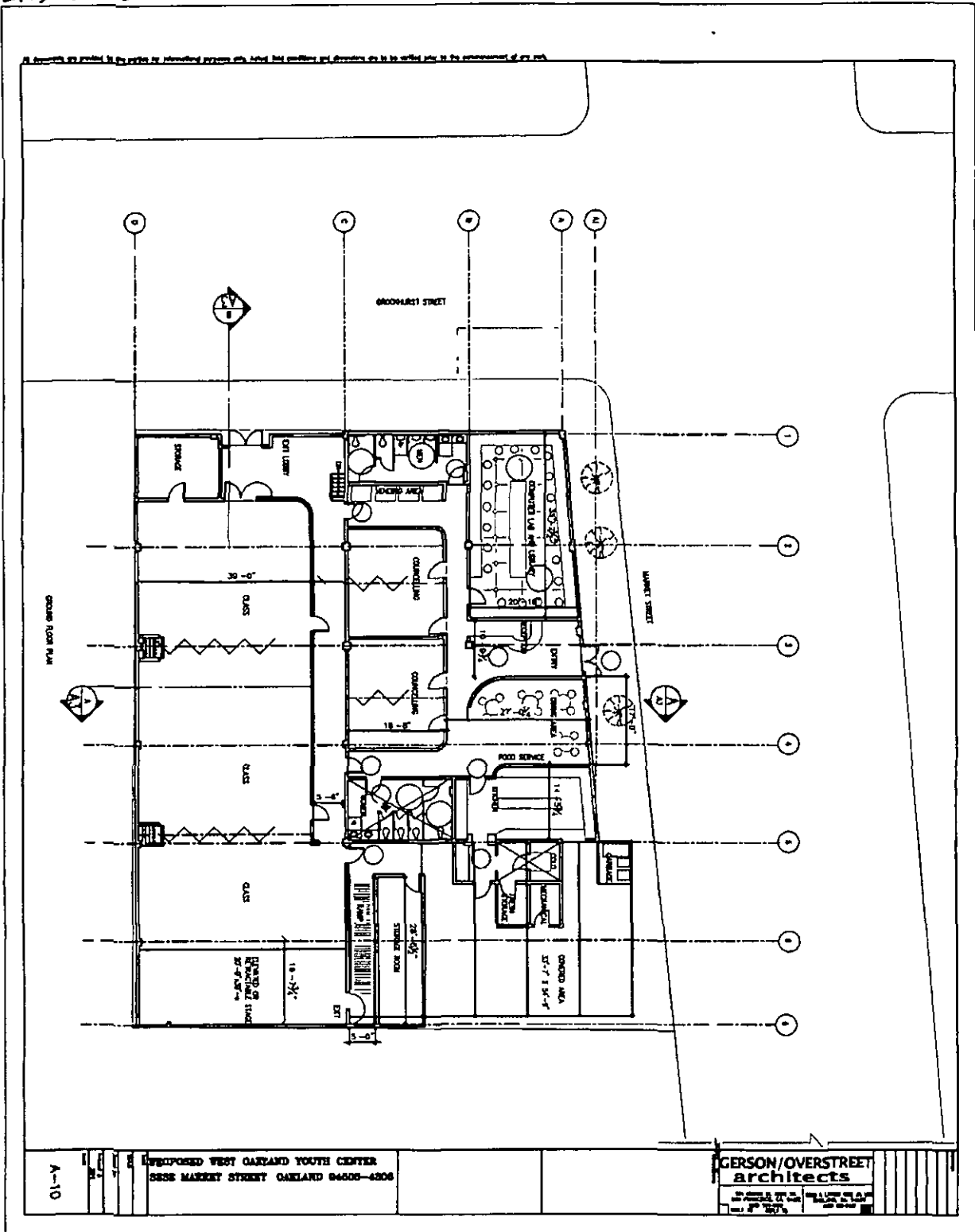
- Architecture and Design Committee (designs the inside and outside of the teen center)
- Art and Design Committee (designs the logo and other needs)
- Program Committee (designs, the programs, activities, and services for the Center)
- Organizational Design Committee (designs, the mission, values, goals)
- Outreach and Media Committee (designs the outreach and media plan for the Center)
- Safety Committee (designs a safety plan for the Center)
- Community Mapping Committee (creates a map of already existing, activities, programs, services, etc in the neighborhood)

Thank you! Here is your bus pass

PROPOSED WEST GARDEN VISITOR CENTER
3000 W. MARKET STREET, OAKLAND 94608-4000

PERSON/OVERSTREET
ARCHITECTS
1000 W. MARKET STREET, OAKLAND, CA 94608





FILED
OFFICE OF THE CITY CLERK
OAKLAND

DRAFT

OAKLAND CITY COUNCIL

City Attorney

2014 JAN 17 AM 8:56

RESOLUTION No. _____ C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF ALAMEDA TO OPERATE THE WEST OAKLAND YOUTH CENTER FOR THE TERM OF FEBRUARY 1, 2014 TO FEBRUARY 28, 2015 WITH TWO ONE-YEAR MUTUAL OPTIONS TO RENEW AND PROVIDE FUNDING UP TO \$470,000 FOR CENTER OPERATING EXPENSES AND PLANNING AND DEVELOPMENT OF YOUTH PROGRAMMING

WHEREAS, the City wishes to commence youth services at the newly renovated West Oakland Youth Center, located at 3233 Market Street, Oakland, CA, as early in 2014 as possible, and

WHEREAS, there is an urgent need for a place where youth and young adults from various West Oakland neighborhoods can utilize as a safe space to learn, develop relationships and be positive contributors to the community, and

WHEREAS, there is a need for teen and young adult programs and services in the area to keep youth safe, reduce unemployment, provide for skill development, and transform the community, and

WHEREAS, the County of Alameda (County) wishes to provide the services of a county employee to provide short term youth services programming at the center, long-term planning and development of youth programming at the center, and operation and oversight services pertaining to third party youth services providers, and

WHEREAS, the County will provide the county employee services half-time from February 1 2014 to February 28, 2015 and pay the employee's salary for said services, and

WHEREAS, due to staff shortages to undertake planning and development of youth programming and operations at the Center, it is recommended that the City enter into an intergovernmental memorandum of understanding with the County to provide said services, and

WHEREAS, the Council approved funding for the Center in the amount of \$195,000 per year in the 2013-15 FYs budget (Resolution No 84466 C M S) and a onetime operation allocation of \$80,000 (Resolution No 84466 C M S), and

WHEREAS, staff recommends that the Council adopt this resolution to enter into an intergovernmental memorandum of understanding with the County to provide said services and to utilize funds allocated to fulfill the programmatic needs for the operation of the West Oakland Youth Center for furnishings, staffing, program and operating costs, and

WHEREAS, the proposed memorandum of understanding is an intergovernmental agreement that requires Council approval under Charter Section 504(1), but is not subject to city purchasing procedures and programs (Oakland Municipal Code § 2 04 010), and

WHEREAS, the City Administrator has determined that this memorandum of understanding is temporary in nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive service, now, therefore, be it

RESOLVED: That the City Administrator or her designee is authorized to enter into an intergovernmental memorandum of understanding with the County of Alameda under which the County will provide long-term and short-term planning and development of youth programming and operations at the West Oakland Youth Center for the term of February 1, 2014 to February 28, 2015 with two one-year mutual options to renew, and City will provide funding up to \$470,000 for Center operating expenses and planning and development of youth programming, and the Center was developed in light of the 2009 Informational Report on the Proposed Design and Programming for the West Oakland Teen Center, and be it

FURTHER RESOLVED: That on the basis of the City Administrator's determination, the City Council finds that this intergovernmental memorandum of understanding is temporary in nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive service, 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,

PASSED BY THE FOLLOWING VOTE

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF AND
PRESIDENT KERNIGHAN

NOES -
ABSENT -
ABSTENTION -

ATTEST

LATONDA SIMMONS
City Clerk and Clerk of the Council of the
City of Oakland, California