



CONTRACTS/AGREEMENTS/GRANTS TRACKING FORM

Received Date: _____

Contracts and Compliance

This is your Work Order 5809 confirmation. Submitted on 03-16-2020
 You have till the end of the business day to submit your documents to the office of Contracts and Compliance at 250 FHO Building, 3rd. Floor, Suite 3341.

**** Please print this copy and attach to your document submittal. ****

(All Work Order submitted after 2:00 PM of a business day will be processed on the next work day)

Date Submitted
03-16-2020

Work Order Number - 5809
 Contact Department - Office of Parks and Recreation
 Resolution Number - 82214
 Contract Title - Second Amendment to the Agreement Between the Oakland Parks and Recreation Foundation and City of Oakland
 Recipient - Oakland Parks and Recreation Foundation
 Description -
 Amendment - No
 Amendment No. - 0
 Original Contract Amount - \$0.00
 Total Amount - \$0.00
 Start Date - 06-24-2019
 End Date - 06-23-2022
 Due Date - 03-16-2020

Date Contract Signed - _____

When retrieving your signed contracts, please print your name and date at the bottom of this document and leave it with Contracts and Compliance. *Dana Riley*

Received By: _____

Received Date: _____

Initial Review By: _____

Date: _____



DOCUMENT CHECKLIST / SUBMITTAL TO CITY CLERK

TO: CONTRACTS STAFF/PROJECT MANGER and CITY CLERK: Please sign the attached Schedule T and file this document checklist with City Clerk. Please initial and date the "routing" portion of this form as noted below.

DATE TO:	DEPARTMENT:	INITIALS:	DATE REC'D:	DATE RETURNED:
	City Attorney			
	City Administrator			
	City Clerk			

Please submit complete documents to the City Clerk. Please use the checklist as your guide.

Project Name: Cellular tower agreement (funding)
 Dates: 04/20/18 - 05/12/2022
 Contract Amount: 2
 Contractor: Oakland Parks and Recreation Foundation

PLEASE NOTE: The following documents must remain attached as required. Please ensure each attachment is part of the packet submitted to the Clerk's Office.

Notes Included

	X	Original Agreement with Schedule Q (PS, CS, Grant, DBE, I.T. and others: hybrid)
	X	Amendment (PS, CS, Grant, DBE, I.T. and others) # 2
		Request from Project manager/Contract Summary Form/ Online Tracking Form # 5507
	X	City Administrator's Office Authority Checklist
	X	Schedule T
	X	Resolution(s) both current and previous (# <u>12214</u>)
N/A		Bid and Performance Bonds (as applicable)
	X	Schedule A - Scope of Work (Contractor's bids)
	X	Schedule B-1 - Declaration of Compliance with Arizona Resolution 82757
N/A		Schedule B-2 - Conditional Waiver per Ordinance
	X	Schedules C-1 Compliance with the Americans With Disabilities Act
	X	Schedule D - Ownership, Ethnicity, Gender Questionnaire
	X	Schedule E (non-construction) Project Consultant Team
N/A		Schedule E2 - Oakland Workforce Verification Form
	X	Schedule K - Pending Dispute Resolution
	X	Schedule M - Part A (and Active Status with Secretary of State, if Corporation)
	X	Schedule M - Part B Independent Contractor Questionnaire (Requesting Department only)
	X	Schedule N (Declaration of Compliance- Living wage ordinance)
N/A		Schedule N-1 (Equal Benefits Ordinance Certificate - approved on _____)
	X	Schedule O - Disclosure of Campaign Contributions
	X	Schedule P - Nuclear Free Zone Ordinance 11474 CMS
	X	Schedule Q - **Evidence of current insurance with endorsement (DGL with Endorsement, Auto, PL, WC and WOS) OR Waiver approved by Risk Management
N/A		Schedule R (construction) Subcontractor, Supplier, Trucking List
N/A		Schedule U - Compliance Commitment Agreement (see file)
	X	Schedule V - Affidavit



DOCUMENT CHECKLIST /SUBMITTAL TO CITY CLERK

	*	Schedule W - Border Wall Ordinance
	x	Oakland's Minimum Wage Law acknowledgement
	y	Affirmative Action acknowledgement
PA		Contractor's License (Construction)
NIQ		Schedule Z, Parts A and B
	x	Current City of Oakland Business Tax # 00019527

*Please refer to Schedule Q. Includes general liability additional insured, auto-liability, workers compensation & professional liability (errors and omission)

COMMENTS: PA - F, date on 2nd attachment

Jasmine Chan
 Signature of Project/Contract Staff

x 7524
 Extension/email

 Print Name

04/05/2020
 Date

City Administrator's Contract Authority Checklist

(Purchasing Ordinance, OMC Chapter 2.04) Revised 2016



Purchase Authority of the City Administrator (OMC §2.04.020.A).

The City Administrator's contract authority is \$250,000 for procurement, construction and services, which includes non-professional, professional, technical and scientific services, provided a competitive solicitation is done.

The City Administrator may waive the competitive process for professional services contracts up to \$50,000, upon a determination that it is in the City's best interests to waive competition.

The City Administrator's Purchasing Authority NOT Applicable - Loans, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property).

- The Purchasing Ordinance does not establish City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation.

Pay-go Grant Authority (OMC 2.04.017).

- The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e.g., a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source.

Purchases Subject to Appropriation of Funds (OMC 2.04.040A)

All contracts authorized by the Council or City Administrator must have prior appropriation and allocation of funds for the City programs, activities, functions or operations, which the purchase is intended to support.

Competitive Award Process: (A) Informal, (B) Formal, (C) Request for Proposals, (D) Cooperative Agreement, (E) Bid, Or (F) Grant.

Council authorized this contract by way of **Resolution No.** 82214 **C.M.S.**, as attached.

The consultant/contractor or vendor was selected through a formal or informal competitive process as mandated?

Y	N
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Or, advertising and bidding or RFP/RFQ process was waived in **Resolution No.** **C.M.S.**, as attached.

Three (3) local **certified** firms were solicited and named as follows: _____

Y	N
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Identify the local certified firm selected? _____

If "No" explain why? _____

Completed by Dana Riley, on this 16 day of March, 2020.
Signature: Contract Administrator/Project Manager



SCHEDULE T CONTRACT SUMMARY TRANSMITTAL *

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

1. Agency: _____ Department: Parks, Recreation & Youth Development
2. Project Name: Oakland Parks and Recreation Foundation Agreement - 2nd Amendment Project Amount: See Attachment with Fee Schedule/Proposed Fee Schedule
3. Budget / Funding: (*** Multiple Funding Sources - Complete Additional Funding Section on Page 2)
 Fund #: _____ Org #: _____ Account #: _____ Project #: _____ Program #: _____ Encumbrance Amount \$: _____
4. Project Manager / Responsible Employee Name: Dana Riley
 Title: Assistant Director, OPRYD Phone: 238-6406 email: driley@oaklandca.gov
5. Supervisor / Direct Report or Alternate Employee Contact:
 Name: J. Nicholas Williams Phone: 238-7527 email: jwilliams@oaklandca.gov
6. Consultant / Contractor Name: Oakland Parks and Recreation Foundation (previously Friends of Oakland Parks and Recreation)
 Address: P.O. Box 13267, Oakland, CA 94661 Phone: 510-465-1850 email: kon@oaklandparks.org
7. Type of Contract (Mark X): Professional Service: Construction: Commodities: Technology:
8. Statement of Contract Goal / Purpose: Collaborative agreement for Foundation to secure, manage & invest privately raised funds to benefit OPRYD
9. Actual or Estimated Notice To Proceed (NTP) Date: June 24, 2019 Estimated Completion Date: June 23, 2022
10. Resolution Number: 82214 Resolution Date: 7-21-2009
11. Location of the Contract Documents: Parks, Recreation & Youth Development

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

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

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

Deliverables	Date Due	Completion Date	Responsible Source (Princ, Sub, Supplier, Other)	Performance

City Representative: <u>Dana Riley</u> <small>(Print Name)</small>	Date: <u>3-16-2020</u>
City Representative Signature: <u><i>Dana Riley</i></u>	

City Clerk: _____ <small>(Print Name)</small>	Date: _____
City Clerk Signature: <u><i>Nai Phan</i></u> <small>Nai Phan (Sep 18, 2020 16:19 PDT)</small>	

*** Must be attached to the signed Contract / Agreement and the First and Final (last) Payment Requests**

CONTRACT SUMMARY TRANSMITTAL PROCEDURE

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

Note: Agency / Department - Project Managers are responsible and must ensure:

Contract Compliance and Employment Services performed the following:

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

Note: Before submission of a Contract:

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

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

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

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

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract: Send to the City Attorney's Office for First Review				
Contract: Send to the Consultant / Contractor				
Contract: Send to the City Attorney's Office for Final Signature			9/14/20	
Contract: Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract: Send to the Finance and Management Agency / Purchasing Division ***				
Contract: Send to the Agency / Department for Director's Signature				
Contract: Send to City Administrator's Office for Approval (for contracts over \$15,000)				
Contract: Send to City Clerk's Office				

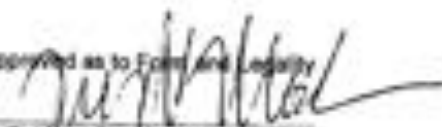
*** All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered

Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor

**Additional Funding Section

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

2009 JUL -2 PM 7:13

Approved as to Form and Legality

Oakland City Attorney's Office

OAKLAND CITY COUNCIL

Resolution No. 82214 C.M.S.

Introduced by Councilmember _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO 1) EXECUTE AN AGREEMENT FOR THE COOPERATIVE SOLICITATION OF PRIVATE AND PUBLIC FUNDING TO BE USED FOR CAPITAL IMPROVEMENTS FOR OFFICE OF PARKS AND RECREATION PROJECTS, PROGRAMS AND SERVICES THROUGHOUT THE CITY OF OAKLAND, AND FOR THE IMPROVEMENT OF CITY OWNED PARK GROUNDS AND FACILITIES, BETWEEN THE CITY OF OAKLAND AND FRIENDS OF OAKLAND PARKS AND RECREATION, FOR A THREE YEAR TERM, WITH TWO CONSECUTIVE THREE YEAR OPTIONS TO RENEW, AND TO PROVIDE FRIENDS OF OAKLAND PARKS AND RECREATION NON-EXCLUSIVE USE OF THE LAKESIDE PARK MARSHA J. CORPREW MEMORIAL GARDEN CENTER LOCATED AT 666 BELLEVUE AVENUE; AND 2) TO WAIVE THE COMPETITIVE BIDDING PROCESS FOR THIS AGREEMENT

WHEREAS, Friends of Oakland Parks and Recreations (FOPR) is a 501(c)(3), City of Oakland L/S/BE certified not-for-profit corporation, dedicated to improving parks and recreational opportunities in Oakland and improving the quality of life for all Oakland residents and others who utilize these facilities; and

WHEREAS, FOPR is dedicated to working cooperatively with the City of Oakland and its agencies to create sustainable public/private partnerships, including but not limited to, the Office of Parks and Recreation (OPR), the Public Works Agency (PWA), and the Community and Economic Development Agency (CEDA); as well as non-city organizations; and

WHEREAS, FOPR is committed to working cooperatively with private entities, endowments, foundations, various public agencies and other such entities to foster public/private partnerships essential to realizing the vision of Oakland as a model city and ensuring accessibility to parks and recreational opportunities for all; and

WHEREAS, FOPR has a proven track record of actively soliciting funds for parks and recreation capital improvement projects within the City from public and private sources; and

WHEREAS, FOPR has access to private funding sources and other entities to which the City may not have access; and

WHEREAS, it is beneficial for the City and FOPR to work collaboratively and in their respective areas of expertise to improve and enhance Oakland's parks and recreation facilities and recreational programs throughout Oakland; and

WHEREAS, FOPR shall seek funds from the private, public, and other sources for projects that are consistent with the City's adopted policies and priorities for capital improvement, including Council Resolution No. 78747 C.M.S. (Prioritization Criteria Policy) and Resolution No. 80510 C.M.S. (Maintenance Considerations for Park Projects funded by the Landscape, Lighting and Assessment District); and

WHEREAS, FOPR shall obtain written approval of the concept plan for new projects from OPR, CEDA, PWA, Parks Maintenance Division and the Office of the City Administrator's ADA Programs Division before seeking private funding for such projects; and

WHEREAS, FOPR will provide OPR with monthly reports on FOPR's funding solicitation efforts on behalf of the City and provide OPR with an annual report, which shall be included with OPR's annual report to the Oakland City Council, setting forth all contracts and funds received for the prior year; and

WHEREAS, the City agrees that on projects for which FOPR has raised private funding or had a part in securing State or Federal funding, on City approved applications, City agrees to pay FOPR a fee from grant funds received, as defined in the Agreement, for City approved work performed by FOPR in either the writing of the grant or for work performed after grant funds are received; and

WHEREAS, the City and FOPR, in this Agreement, wish to document their long standing relationship, which supports and funds park improvement projects and the services and activities of OPR, so that FOPR may continue to act as a fiscal sponsor for the benefit of the City and to receive and expend grant funds and donations for OPR's programs, facilities, and services; now, therefore, be it

RESOLVED: The City Administrator or his/her designee is authorized to execute this Agreement, on behalf of the City of Oakland; and be it

FURTHER RESOLVED: That the competitive bidding process for this Agreement is hereby waived; 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, JUL 21 2009

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, DE LA FUENTE, KAPLAN, KERNIGHAN, NADEL, QUAN, REID, AND

~~BRUNNER~~ - 7

NOES - 0

ABSENT - 0

ABSTENTION - Brunner - 1

ATTEST:



LATONDA SIMMONS

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

SECOND AMENDMENT
TO THE AGREEMENT BETWEEN
THE OAKLAND PARKS AND RECREATION FOUNDATION AND
CITY OF OAKLAND

This Second Amendment made and entered into this 13 day of August, 2020 between the CITY OF OAKLAND, a municipal corporation (“CITY”) and OAKLAND PARKS AND RECREATION FOUNDATION, a California nonprofit corporation, (“OPRF”), formerly Friends of Oakland Parks and Recreation, amends and restates the Agreement between CITY and Friends of Oakland Parks and Recreation dated June 24, 2013 (“Agreement”) and the First Amendment to the Agreement dated June 24, 2016 (“First Amendment”).

RECITALS

1. OPRF is a 501(c)(3), City of Oakland L/SLBE certified non-profit dedicated to providing financial and volunteer resources and advocacy for recreation programs and parks in Oakland, and improving the quality of life for all Oakland residents and others who utilize these facilities; and
2. OPRF was created and operates primarily in support of CITY and its Oakland Parks, Recreation and Youth Development (“OPRYD”) Department’s vision, mission, and goals and OPRF’s work will be compatible with these interests and goals and it will support master plans of OPRYD; and
3. OPRF has as its primary purpose to secure, manage and invest privately raised funds solely for the benefit of the City’s OPRYD programs, facilities, and services; and
4. OPRF will not interfere with the day-to-day operations of OPRYD; and
5. OPRF is dedicated to working cooperatively with CITY and its agencies, including but not limited to, the OPRYD and Oakland Public Works (“OPW”) departments as well as non-city organizations to create sustainable public-private partnerships essential to realizing the vision of Oakland as a model city and ensuring accessibility to parks and recreational opportunities for all; and
6. OPRF has a long and proven track record of actively soliciting funds for parks and recreation capital projects within the City of Oakland from public and private sources; and
7. OPRF has access to private funding sources and other entities to which CITY may not have access; and

8. It is beneficial for CITY and OPRF to work collaboratively and in their respective areas of expertise to improve and enhance Oakland's park facilities and enhance and increase recreational programs throughout Oakland; and
9. CITY and OPRF wish to document their long standing relationship, which supports and funds park improvement projects and the services and activities of OPRYD, so that OPRF can continue to act as a fiscal sponsor for the benefit of CITY and to receive and expend grant funds and donations for OPRYD's programs, facilities, and services; and
10. CITY and OPRF agree that the acceptance and expenditure of restricted gifts and donations to the City shall be pursuant to the Oakland Municipal Code, including but not limited to section 2.04.160 – Acceptance, appropriation and expenditures from restricted gift proceeds; and
11. City Council Resolution No. 82214 C.M.S. authorizes the City Administrator to execute an agreement between the CITY and OPRF for a term of three years with two three-year options to renew for a possible total term of nine years; and
12. The Agreement between CITY and OPRF was executed as of June 24, 2013 for a three-year term through June 23, 2016, and CITY and OPRF executed a First Amendment to the Agreement for a three-year term of June 23, 2016 through June 24, 2019.

NOW THEREFORE, in consideration of the above recitals and performance of the respective covenants contained in this Second Amendment, CITY and OPRF agree that the terms and conditions agreed to in the Agreement and the First Amendment are hereby replaced with the following terms and conditions:

I. TERM:

This Agreement shall be for a term of three years from June 24, 2019 through June 23, 2022.

II. PROJECT FUNDING AND MANAGEMENT

A. OPRF Agrees to:

1. Meet with OPRYD and OPW at least semi-annually to establish and review project priorities for funding, ensuring the projects meet the needs and established goals of the CITY.
2. Actively seek funding from all sources, including individuals, philanthropic organizations and other non-governmental organizations for programs and projects that meet the following criteria:
 - a. Listed on the CITY's adopted park prioritization list, or on the CITY's unfunded capital projects list, or parks, facilities, programs and services that are identified for funding by private funders; or

- b. Are consistent with CITY’s adopted policies and priorities for Capital Investment, including Council Resolution No. 78747 C.M.S. (Prioritization Criteria Policy) and Resolution No. 80510 C.M.S. (Maintenance Considerations for Park Projects funded by the Landscape, Lighting and Assessment District); or
 - c. Supplement the programs and services provided by OPRYD and for which private funding is identified and secured.
3. At CITY’s sole discretion and with CITY’s written approval, OPRF will partner with CITY on potential State and Federal sources of funding for projects meeting the criteria as set forth above.
4. Obtain written approval of the concept plan for new capital improvement projects from CITY before seeking private funding for such projects.
5. Incorporate feedback and recommendations of OPW to focus on deferred maintenance needs as identified in OPRF’s bi-annual “Community Report Card on the State of Maintenance in Oakland Parks.”
6. Provide CITY with monthly reports on OPRF’s funding solicitation efforts on behalf of the CITY and provide CITY with an annual report, which shall be included with OPRYD’s annual report to the Oakland City Council setting forth all funds received for the prior year. If there are no current solicitation efforts being made on behalf of the CITY, then no monthly report is due.
7. Serve as the fiscal sponsor for capital improvement projects supported by private individuals, philanthropic organizations, and non-governmental and/or local/state/federal government grants, funds and/or donations.

OPRF’s services pertaining to fiscal sponsorship for capital improvement project grants management may include but are not limited to:

- a. A designated OPRF staff person to interact regularly, on a mutually agreeable schedule, with CITY project manager.
- b. Maintain applicable grant(s) project files.
- c. Develop a Grant Task Management Plan.
- d. Establish a Grant Compliance Management System.
- e. Establish and maintain a Grant Financial Management System.
- f. Establish a Grant Audit Management and Resolution Process.

- g. Ensure timely payments are made to the project general contractor.
 - h. Oversight to ensure that project is meeting all grant requirements.
 - i. Prepare and deliver regular reports and final report to OPRYD Director for dissemination to the Parks and Recreation Advisory Commission and the City Council.
 - j. Make presentations to the City Council and Parks and Recreation Advisory Commission as requested.
 - k. Prepare and deliver regular reports to the granting source(s).
 - l. Prepare and deliver final report to the granting source(s).
 - m. Prepare and deliver final report to private sector donors.
 - n. Prepare and disseminate publicity on project progress.
8. Solicit and receive gifts, contributions, grants, and charitable donations to be held for designated OPRYD programs and earmarked for use by OPRYD (“OPRYD Program Accounts”). OPRF’s services pertaining to OPRYD Program Accounts include but are not limited to:
- a. Furnish to the City monthly and fiscal year-end “Annual Report” reports of the financial status of all OPRYD Program Accounts detailing all income and expenses for the month just ended, due on or about the 15th day of the following month.
 - b. Provide standard information required for Internal Revenue Code Section 501 (C)(3) grant applications as requested by CITY.
 - c. Upon request by City, provide printed receipt of all donations received to OPRYD Program Accounts.
 - d. Support OPRYD projects and fundraisers administratively, including placing pertinent information on OPRF social media outlets.
 - e. Funds may only be used for the purpose the funds were raised. Prior to expending funds designated for OPRYD, OPRF shall seek review and approval by the Director of OPRYD, or the Director’s Authorized Representative.
 - f. Provide letters of acknowledgement to all donors making tax-deductible contributions as required by Internal Revenue Service regulations.

- g. Establish new OPRYD Program Accounts as mutually agreed upon in writing between OPRF and CITY.
9. Have the Director of OPRYD, the Director of OPW, and the Chair of the Parks and Recreation Advisory Commission (PRAC) serve as non-voting, honorary members on the board of directors of OPRF. These non-voting members may send substitute representatives to any board meetings in their place. Non-voting honorary board members should notify the director of OPRF by email 24 or more hours in advance of a board meeting, should they choose to send a substitute representative in their place.

B. CITY Agrees to:

- 1. Cooperate in and support OPRF's solicitation of private funds as well as potential partnerships to enhance State and/or Federal Grant applications for CITY projects that are consistent with project priorities as agreed in section II. A.2. above, in the following ways:
 - a. Allow OPRF to use the name and images of the OPRYD Department in on-line and print marketing materials.
 - b. Provide OPRF with assistance in OPRF activities at the sole discretion of CITY, and consistent with what is permitted under local, state and federal law.
 - c. Work collaboratively with OPRF to identify donors and contributions for the improvement of the City's parks and recreation facilities.
 - d. Collaborate with OPRF on marketing and publicity projects to help publicize OPRF fundraising events and activities that support the efforts of OPRF and OPRYD.
- 2. Notify OPRF prior to applying for grants that will be applied to OPRYD Program Accounts for purposes of transparency and budgetary planning.

C. Fees.

- 1. OPRF shall retain a percentage of funds received as follows:
 - a. Capital Grant Management – OPRF will derive a fee of eight percent (8%) of funds raised from each grant that OPRF had a part in securing by submitting or partnering on submitting the grant application, which includes but is not limited to applying for the grant, writing the grant application,

submitting the application, and successfully advocating for the application. The fee will be covered by the grant funds received.

This fee is subject to any prohibitions contained in a grant. If the grant prohibits such administrative charges or payments, no payment shall be made to OPRF. Additionally, if no grant is forthcoming, no payment shall be made to OPRF.

- b. OPRYD Town Camp Account – Beginning July 1, 2021 OPRF will derive an administrative fee of three percent (3%) of funds raised for the OPRYD Town Camp Account. The OPRYD Town Camp Account shall support Town Camp branded citywide recreation programs and activities.
- c. OPRYD Recreation Program Accounts – OPRF will derive an administrative fee of five and one-half percent (5.5%) of funds raised for the OPRYD Recreation Program Accounts. OPRYD Recreation Program Accounts shall support non-Town Camp activities, and are hosted by individual recreation facility or unit.
- d. OPRYD Special Event Accounts – OPRF will derive an administrative fee of eight percent (8%) of funds raised for the OPRYD Special Event Accounts. OPRYD Special Event Accounts shall support OPRYD enterprise facilities managed by the Central Reservation Unit.
- e. The administrative fees provided for in this section will be covered by the funds received by OPRF. In addition to the administrative fees provided for in this section, the following conditions apply:
 - i. OPRF will impose an inactive account fee of 2% on any account that does not have any activity during a fiscal year (July 1 – June 30).
 - ii. OPRF has no obligation to disburse funds held by OPRF for the benefit of OPRYD if the disbursement would create a negative balance in the OPRYD account from which the fund request is drawn.

III. RESPONSIBILITIES:

- A. To the best of its ability, OPRF shall raise and administer funds to help support OPRYD programs, services, and facilities as follows:
 - 1. OPRF will allocate all grants in a manner that is consistent with the OPRF mission of “supporting parks and recreation programs for everyone in Oakland”.
 - 2. OPRF will obtain written authorization from OPRYD Director or designee prior to setting up an OPRYD Program Account for any OPRYD program or site.

3. OPRF shall provide grant opportunities for projects and programs at CITY's parks and recreation centers to the best of its ability.
 4. OPRF will provide grant funding for projects and programs within CITY's parks and recreation centers in three cycles each year in the Spring, Summer and Fall, or any other time as financially able.
 5. OPRF will (a) review and consider all CITY recreation center grant applications submitted by the Director of OPRYD or the Director's authorized representative), (b) award grants based upon its own criteria and notify the Director of OPRYD of any awards to CITY recreation centers or CITY programs, and (c) maintain and abide by the rules, regulations and procedures necessary to maintain OPRF's 501(c) (3) nonprofit status.
 6. In order to fund programs and projects in CITY's parks and recreation centers, OPRF solicits donations from private individuals, philanthropic organizations and non-governmental organizations. OPRF will not compete with CITY for donations, grants, or other sources of funding when it has been deemed to be in direct competition with CITY or is not in CITY's or OPRYD Programs' best interest.
 7. OPRF will include the Director of OPRYD, and or designee, the Director of Oakland Public Works or designee, and the Chair of the Parks and Recreation Advisory Commission or designated commissioner in the planning and decision-making process for all projects related to OPRYD programs and facilities through its monthly Board of Director's meetings and minutes.
 8. OPRF shall comply with State accounting and audit requirements for nonprofit organizations, including any updates and modifications to maintain its 501(c) (3) status.
 9. OPRF shall provide requested City related records to CITY within ten (10) working days of receipt of CITY's request and shall permit CITY access to its books and records for any CITY-administered fiscal and grant accounts. These accounts shall be made available for audit at CITY's expense.
 10. The annual meeting of the OPRF's board of directors shall be open to the public. Minutes of all Board meetings, financial statements and other meeting materials will be provided via email to OPRYD and Public Works Directors.
- B. INSURANCE REQUIREMENTS. OPRF shall provide to CITY proof of insurance (or self-insurance) for the activities covered by this Agreement. OPRF shall comply with and execute the insurance requirements listed in **Schedule Q** attached hereto as Exhibit A and made a part of this Agreement.

- C. INDEMNIFICATION. OPRF agrees to protect, defend (including any third party lawsuits), indemnify, and hold harmless CITY, its Council Members, officers, agents, and employees from any and all claims, demands, actions or damages arising out of the performance of this Agreement by the OPRF, its contractors, and their respective subcontractors, vendors, guests, and invitees to which CITY may be subjected, except for those claims, demands, actions or damages resulting from the negligence or willful misconduct of CITY, its Council Members, officers, agents, and employees.
- D. CONFLICT OF INTEREST. The following protections against conflict of interest will be upheld:
1. OPRF certifies that no member of or delegate of the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising here from.
 2. OPRF Certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
 3. OPRF warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. OPRF shall exercise due diligence to ensure that no such official will receive such an interest.
 4. OPRF further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by OPRF to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in OPRF or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the

income or value of the gift totaled more than \$500 the previous year. OPRF agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. OPRF's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

5. OPRF shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
 6. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation
 7. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, OPRF understands and agrees that, if the City reasonably determines that OPRF has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by OPRF to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not OPRF is responsible for the conflict of interest situation.
- E. PERSONNEL AND SUBCONTRACTORS. OPRF has, or will secure at its expense, all personnel required to perform the responsibilities as set forth in this Agreement. All persons retained by OPRF shall possess the requisite licenses and permits necessary. OPRF shall provide CITY with the name, address, and telephone number of each supplier prior to OPRF beginning work under this Agreement.
- F. ASSIGNMENT. OPRF shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement, either in whole or in part, without the prior written approval of CITY. CITY shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement, either in whole or in part, without the prior written approval of OPRF.
- G. NON-DISCRIMINATION/EQUAL EMPLOYMENT. OPRF shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, OPRF agrees as follows:
1. OPRF and OPRF's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of actual or perceived age,

marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry, national origin, physical or mental disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. OPRF and OPRF Subcontractors, if any, shall state in all solicitations or advertisements for employees placed by or on behalf of OPRF that all qualified applicants will receive consideration for employment without regard to actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry, national origin, physical or mental disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class.
3. OPRF shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act.
4. If applicable, OPRF will send to each labor union or representative of workers with whom OPRF has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of OPRF's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

H. LOCAL AND SMALL LOCAL BUSINESS ENTERPRISE PROGRAM (L/SLBE)

1. Requirement – For Professional Services, 50% Local and Small Local Business Enterprise Program (L/SLBE): there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/sub consultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
2. Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.

3. Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
4. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
5. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
6. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for h having an Oakland workforce on Non-Construction Contracts
7. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
8. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a copy of the final progress payment application.
9. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
10. Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and

Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.

11. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
 12. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
 13. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.
- I. LIVING WAGE ORDINANCE. If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then OPRF must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). OPRF acknowledges that Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section J, below), and OPRF agrees to pay its employees wages and to provide benefits consistent with the Oakland Minimum Wage law and Oakland Living Wage Ordinance, whichever are greater.

The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- i. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$14.35 with health benefits or \$16.47 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the

year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**

- ii. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.12 per hour. OPRF shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- iii. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- iv. Federal Earned Income Credit (EIC) – OPRF shall inform said employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- v. OPRF shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- vi. OPRF shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- vii. Reporting – OPRF shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. OPRF shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall

maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

- viii. OPRF shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. OPRF shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.
- J. MINIMUM WAGE ORDINANCE. Oakland employers are subject to Oakland's Minimum Wage law, whereby Oakland employees must be paid the current Minimum Wage rate. Such employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. This Agreement is also subject to Oakland's Living Wage Ordinance (see Section I, above), and Grantee agrees to pay its employees wages and to provide benefits consistent with the Oakland Minimum Wage law and Oakland Living Wage Ordinance, whichever are greater.
- K. EQUAL BENEFITS ORDINANCE. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by City; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by City or (2) of real property owned by others for City's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by City or if City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with City; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. The Equal Benefits Ordinance requires among other things,

submission of the attached and incorporated herein as **Schedule N-1**, Equal Benefits-Declaration of Nondiscrimination.

- L. CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with City from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.
- M. NUCLEAR FREE ZONE DISCLOSURE. OPRF represents that it is in compliance with City's restrictions on doing business with service providers considered nuclear weapons makers
- N. POLITICAL AND RELIGIOUS PROHIBITIONS. Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement cannot be used to fund/partially fund any political or religious activities, or to fund/partially fund an activity/project with a political or religious purpose. Such activities include, but are not limited to: sponsoring or conducting candidate's meetings, engaging in voter registration activity, publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government, religious worship, instruction, or proselytization of religious tenets.
- O. TERMINATION ON NOTICE. CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days' written notice to OPRF. Termination shall be effective thirty (30) days after OPRF's receipt of CITY's termination notice.
- P. SUCCESSORS AND ASSIGNS. This Agreement shall be and is hereby binding on the successors and assigns of the parties hereto.
- Q. WAIVER. A waiver by either party of any breach by the other party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or a different provision of this Agreement.
- R. RECORDS. OPRF 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 OPRF by CITY.
- S. ACCOUNTING. OPRF shall maintain a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement and shall (a) permit CITY to access those records for the purpose of an audit, examination or review of financial and

performance data pertaining to this Agreement; and (b) maintain those records for a period of four years subsequent to the last fiscal year during which CITY paid an invoice to OPRF under this Agreement.

T. NOTICE. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to CITY by OPRF or OPRF by CITY shall be in writing and shall be deemed duly served and given when deposited in the United States mail, first-class postage prepaid, addressed as follows:

<u>CITY OF OAKLAND</u>	<u>OAKLAND PARKS AND RECREATION FOUNDATION</u>
Oakland Parks, Recreation, and Youth Development 250 Frank Ogawa Plaza, Suite 3330 Oakland, CA 94612 Attn: Director	Oakland Parks and Recreation Foundation P.O. Box 13267 Oakland, CA 94661 Attn: Executive Director

U. MODIFICATION. This Agreement may be modified, or amended only in a writing that specifically identifies the Agreement modifications or amendments and is signed by each of the parties.

V. HEADINGS/CAPTIONS. All headings/captions in this Agreement shall have no legal meaning; they are simply to aid in reading the Agreement.

W. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; and supersedes all prior oral and written, and all contemporaneous oral negotiations, understandings and agreements.

X. SEVERABILITY/PARTIAL INVALIDITY. In the event that any covenant, term or condition herein contained is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other valid covenant, term or condition herein contained.

Y. GOVERNING LAW. This Agreement is made and shall be construed in accordance with the laws of the State of California.

Z. VALIDITY OF AGREEMENT. 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.


IN WITNESS WHEREOF, the City Administrator of the City of Oakland has executed this Agreement representing the City of Oakland and the Oakland Parks and Recreation Foundation has executed this Agreement, all in quadruplicate, as of the day and year first above written. The City Administrator is duly authorized by Resolution No. C.M.S. 82214 passed by the City Council on July 21, 2009, to execute this agreement.

CITY OF OAKLAND
a municipal corporation

By:  9/18/2020 *je*
Deborah Lusk-Barnes 9/18/2020 (Sep 18, 2020 16:01 PDT)
Date

Title: City Administrator

OAKLAND PARKS AND
RECREATION FOUNDATION
a nonprofit California charitable corporation

By:  8/13/2020
Date

Title: Executive Director

OAKLAND PARKS, RECREATION &
YOUTH DEVELOPMENT DEPARTMENT

By: 
Nicholas Williams (Sep 18, 2020 08:38 PDT)
Date

Title: Director

APPROVED AS TO FORM AND
LEGALITY:

By: 
Date

Deputy City Attorney
Oakland City Attorney's Office

Resolution No. 82214

**FIRST AMENDMENT
TO THE AGREEMENT BETWEEN
THE OAKLAND PARKS AND RECREATION FOUNDATION AND
CITY OF OAKLAND**

This First Amendment made and entered into this 24th day of June 2016 between the CITY OF OAKLAND, a municipal corporation ("CITY") and OAKLAND PARKS AND RECREATION FOUNDATION, a California nonprofit corporation (as defined by Internal Revenue Code 501 (c)(3)), ("OPRF"), formerly Friends of Oakland Parks and Recreation, amends the Agreement between CITY and Friends of Oakland Parks and Recreation dated June, 2013 ("Agreement") for the cooperative solicitation of private and public funding for capital improvements of parks and recreation projects; and acceptance of donations such as funding, labor, equipment, or other such goods to benefit CITY park facilities and programs.

RECITALS

1. OPRF is a 501(c)(3), City of Oakland L/SLBE certified non-profit dedicated to providing financial and volunteer resources and advocacy for recreation programs and parks in Oakland, and improving the quality of life for all Oakland residents and others who utilize these facilities; and
2. OPRF was created and operates primarily in support of CITY and its Oakland Parks & Recreation ("OPR") department's vision, mission, and goals and its work will be compatible with these interests and goals and it will support master plans of OPR; and
3. OPRF has as its primary purpose to secure, manage and invest privately raised funds solely for the benefit of the City's OPR programs, facilities, and services; and
4. OPRF will not interfere with the day-to-day operations of OPR; and
5. OPRF is dedicated to working cooperatively with CITY and its agencies, including but not limited to, the OPR and Oakland Public Works ("OPW") departments as well as non-city organizations to create sustainable public/private partnerships essential to realizing the vision of Oakland as a model city and ensuring accessibility to parks and recreational opportunities for all; and
6. OPRF has a long and proven track record of actively soliciting funds for parks and recreation capital projects within the City of Oakland from public and private sources; and
7. OPRF has access to private funding sources and other entities to which CITY may not have access; and

8. It is beneficial for CITY and OPRF to work collaboratively and in their respective areas of expertise to improve and enhance Oakland's park facilities and enhance and increase recreational programs throughout Oakland; and
9. CITY and OPRF wish to document their long standing relationship, which supports and funds park improvement projects and the services and activities of OPR, so that OPRF can continue to act as a fiscal sponsor for the benefit of CITY and to receive and expend grant funds and donations for OPR's programs, facilities, and services; and
10. CITY and OPRF agree that the acceptance and expenditure of restricted gifts and donations to the City shall be pursuant to the Oakland Municipal Code, including but not limited to section 2.04.160 - Acceptance, appropriation and expenditures from restricted gift proceeds; and
11. City Council Resolution No. 82214 C.M.S. authorizes the City Administrator to execute an agreement between the CITY and OPRF for a term of three years with two three-year options to renew for a possible total term of nine years; and
12. The initial agreement between CITY and OPRF was executed as of June 24, 2013 for a three-year through June 23, 2016.

NOW THEREFORE, in consideration of the above recitals and performance of the respective covenants contained in the Agreement, CITY and OPRF agree that the terms and conditions agreed to in the initial Agreement effective June 24, 2013 are hereby replaced with the following terms and conditions:

I. TERM:

This Agreement shall be for a term of three years from June 24, 2016 through June 23, 2019, with one option to renew for an additional three years by mutual agreement of CITY and OPRF. No extension of the Agreement or this First Amendment shall be valid unless executed by written amendment signed by CITY and OPRF.

II. PROJECT FUNDING AND MANAGEMENT

A. OPRF Agrees to:

1. Meet with OPR and OPW at least semi-annually to establish and review project priorities for funding, ensuring the projects meet the needs and established goals of the CITY.
2. Actively seek funding from all sources, including individuals, philanthropic organizations and other non-governmental organizations for programs and projects that meet the following criteria:

- a. Listed on the CITY's adopted park prioritization list, or on the CITY's unfunded capital projects list, or parks, facilities, programs and services that are identified for funding by private funders; or
 - b. Are consistent with CITY's adopted policies and priorities for Capital Investment, including Council Resolution No. 78747 C.M.S. (Prioritization Criteria Policy) and Resolution No. 80510 C.M.S. (Maintenance Considerations for Park Projects funded by the Landscape, Lighting and Assessment District); or
 - c. Supplement the programs and services provided by OPR and for which private funding is identified and secured.
3. At CITY's sole discretion and with CITY's written approval, OPRF will partner with CITY on potential State and Federal sources of funding for projects meeting the criteria as set forth above.
 4. Obtain written approval of the concept plan for new capital improvement projects from CITY before seeking private funding for such projects.
 5. Incorporate feedback and recommendations of CITY to focus on deferred maintenance needs as identified in OPRF's annual "Community Report Card on the State of Maintenance in Oakland Parks."
 6. Provide CITY with monthly reports on OPRF's funding solicitation efforts on behalf of the CITY and provide CITY with an annual report, which shall be included with OPR's annual report to the Oakland City Council setting forth all funds received for the prior year.
 7. Serve as the fiscal sponsor for capital improvement projects supported by private individuals, philanthropic organizations, and non-governmental and/or local/state/federal government grants, funds and/or donations.

OPRF's services pertaining to fiscal sponsorship for capital improvement project grants management may include but are not limited to:

- a. A designated OPRF staff person to interact regularly, on a mutually agreeable schedule, with CITY project manager.
- b. Maintain applicable grant(s) project files.
- c. Develop a Grant Task Management Plan.
- d. Establish a Grant Compliance Management System and Establish and maintain a Grant Financial Management System.

- e. Establish a Grant Audit Management and Resolution Process.
 - f. Ensuring timely payments are made to the project general contractor
 - g. Oversight to ensure that project is meeting all grant requirements.
 - h. Prepare and deliver regular reports and final report to OPR Director for dissemination to the Parks and Recreation Advisory Commission ("PRAC") and the City Council.
 - i. Make presentations to the City Council and PRAC as requested.
 - j. Prepare and deliver regular reports to the granting source(s).
 - k. Prepare and deliver final report to the granting source(s).
 - l. Prepare and deliver final report to private sector donors.
 - m. Prepare and disseminate publicity on project progress.
8. Serve as the fiscal sponsor for certain OPR Program Accounts, which allows OPR and OPRF to solicit gifts, contributions, grants, or charitable donations to OPRF which shall be held and earmarked for use by OPR.

OPRF's services pertaining to fiscal sponsorship of certain OPR Program Accounts include but are not limited to:

- a. Furnish quarterly and year-end "Annual Report" reports of the financial status of all OPR Program Accounts to the CITY detailing all income and expenses for the quarter just ended, due April 20, July 20, October 20 and January 20.
- b. Provide standard information required for Internal Revenue Code Section 501 (C)(3) grant applications as requested by CITY.
- c. Provide printed receipt of all deposits to CITY.
- d. Support OPR projects and fundraisers administratively, including placing pertinent information on the OPRF website. Upon request, OPRF will provide OPR with the ability to process online ticket sales and charitable donations through OPRF online platforms. Project and fundraiser revenues will be deposited to the OPR Program Account designated by CITY.
- e. Provided that there are sufficient funds in the OPR Program Account, pay all expenses incurred by CITY, upon receipt of a payment request that is approved by an Authorized Representative of the OPR Program Account,

and countersigned by the Director of OPR. Requested funds are to be used for the OPR Program Account's purpose only. Funds may only be used for the purpose the funds were raised and may not be given to any organization and/or fund any other program.

- f. Provide letters of acknowledgement to all donors making tax-deductible contributions as required by Internal Revenue Service regulations.
9. Have the Director of OPR, the Director of OPW, and the Chair of the PRAC serve as non-voting, honorary members on the board of directors of OPRF. These non-voting members may send substitute representatives to any board meetings in their place. Non-voting honorary board members should notify the director of OPRF by email 24 or more hours in advance of a board meeting, should they choose to send a substitute representative in their place.

B. CITY Agrees to:

1. Cooperate in and support OPRF's solicitation of private funds as well as potential partnerships to enhance State and/or Federal Grant applications for CITY projects that are consistent with project priorities as agreed in section A.2. above, in the following ways:
 - a. Allow OPRF to use the name and images of the OPR in on-line and print marketing materials.
 - b. Include a descriptive paragraph about OPRF in annual OPR catalogs.
 - c. Provide OPRF with assistance in OPRF activities at the sole discretion of CITY, and consistent with what is permitted under state and federal law.
 - d. Work collaboratively with OPRF to identify donors and contributions for the improvement of the City's parks and recreation facilities.
 - e. Collaborate with OPRF on marketing and publicity projects to help publicize OPRF fundraising events and activities that support the efforts of OPRF and OPR.
2. Notify OPRF prior to applying for grants that will be applied to OPR fiscal sponsor accounts for purposes of transparency and budgetary planning.

C. OPRF fee for grant funds received as follows:

- a. Capital Grant Management –OPRF will derive a fee of five percent (5%) of funds raised from each grant that OPRF had a part in securing by submitting or partnering on submitting the grant application, which

includes but is not limited to applying for the grant, writing the grant application, submitting the application, and successfully advocating for the application. The fee will be covered by the grant funds received.

This fee is subject to any prohibitions contained in a grant. If the grant prohibits such administrative charges or payments, no payment shall be made to OPRF. Additionally, if no grant is forthcoming, no payment shall be made to OPRF.

- b. OPR Program Accounts – OPRF will derive a basic administrative fee of 4.5% of gross revenues received by OPRF and deposited into the fiscal sponsorship account(s). The fee will be covered by the funds received. In addition to this basic administrative fee, the following conditions apply:
 - (i) An inactive account fee of 2% on any fiscal sponsorship account that does not have any activity during a calendar year that generates a basic administrative fee.
 - (ii) OPRF has no obligation to disburse funds held by OPRF for the benefit of OPR if the disbursement would create a negative balance in the OPR account from which the fund request is drawn.

III. FACILITY USAGE:

- A. OPRF is authorized to use the Lakeside Park Garden Center or another agreed upon OPR venue for (a) OPRF's monthly board meetings held in the Garden Room, (b) one annual meeting, (c) use of the Garden Center, or other agreed-upon OPR venue, once annually on an agreed-upon date for an OPRF fundraiser, and (d) for the use of community meetings when mutually agreed by OPR.
- B. OPR will provide associated room setup for the OPRF monthly board meetings and annual meeting.
- C. CITY will provide routine maintenance of the office space. OPRF is solely responsible for keeping the office space in a clean and professional manner including proper disposal of garbage and boxes. No items are to be stacked or left outside office doors or in building foyer.
- D. Telephone, cable and internet service fees shall be the sole responsibility of OPRF to pay and shall be billed directly to OPRF. Utilities including only water, natural gas, electricity and garbage will be paid for by CITY.
- E. OPRF shall have access to office space at the Lakeside Park Garden Center for the purpose of conducting its ongoing business operations.

IV. RESPONSIBILITIES:

- A. To the best of its ability, OPRF shall raise and administer funds to help support OPR programs, services, and facilities as follows:
1. OPRF will allocate a minimum of 60% of its granting dollars to fund OPR programs and services annually.
 2. OPRF will obtain written authorization from OPR Director or designee prior to setting up a fiscal sponsorship account for any program or site in the name of OPR.
 3. OPRF shall provide grant opportunities for projects and programs at CITY's parks and recreation centers to the best of its ability.
 4. OPRF will provide grant funding for projects and programs within CITY's parks and recreation centers in three cycles each year in the Spring, Summer and Fall, as financially able.
 5. OPRF will (a) notify CITY of all grant applications received from CITY recreation centers (grant applications must be approved by a designated OPR representative), (b) award grants based upon its own criteria and notify CITY of any awards to CITY recreation centers or organizations, and (c) maintain and abide by the rules, regulations and procedures necessary to maintain OPRF's 501(c) (3) nonprofit status.
 6. In order to fund programs and projects in CITY's parks and recreation centers, OPRF solicits donations from private individuals, philanthropic organizations and non-governmental organizations. OPRF will not compete with CITY for donations, grants, or other sources of funding when it has been deemed to be in direct competition with CITY or is not in CITY's or Park Programs' best interest.
 7. OPRF will include the Director of OPR, and or designee, the Director of Oakland Public Works or designee, and the Chair of the Parks and Recreation Advisory Commission or designated commissioner in the planning and decision-making process for all projects related to OPR programs and facilities through its monthly Board of Director's meetings and minutes.
 8. OPRF shall comply with State accounting and audit requirements for nonprofit organizations, including any updates and modifications to maintain its 501(c) (3) status.
 9. OPRF shall provide requested City related records to CITY within ten (10) working days of receipt of CITY's request and shall permit CITY access to its

books and records for any CITY-administered fiscal and grant accounts. These accounts shall be made available for audit at CITY's expense.

10. The annual meeting of the OPRF's board of directors shall be open to the public, with notice of said meetings appearing on the OPR website. Minutes of all Board meetings and financial statements shall be made available on request and shall not be unreasonably withheld.

B. INSURANCE REQUIREMENTS. OPRF shall provide to CITY proof of insurance (or self-insurance) for the activities covered by this Agreement. OPRF shall comply with and execute the insurance requirements listed in **Schedule Q** attached hereto as Exhibit A and made a part of this Agreement.

C. INDEMNIFICATION. OPRF agrees to protect, defend (including any third party lawsuits), indemnify, and hold harmless CITY, its Council Members, officers, agents, and employees from any and all claims, demands, actions or damages arising out of the performance of this Agreement by the OPRF, its contractors, and their respective subcontractors, vendors, guests, and invitees to which CITY may be subjected, except for those claims, demands, actions or damages resulting from the negligence or willful misconduct of CITY, its Council Members, officers, agents, and employees.

D. CONFLICT OF INTEREST

The following protections against conflict of interest will be upheld:

1. OPRF certifies that no member of or delegate of the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising here from.
2. OPRF Certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
3. OPRF warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. OPRF shall exercise due diligence to ensure that no such official will receive such an interest.

4. OPRF further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by OPRF to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in OPRF or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. OPRF agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. OPRF's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
 5. OPRF shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
 6. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation
 7. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, OPRF understands and agrees that, if the City reasonably determines that OPRF has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by OPRF to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not OPRF is responsible for the conflict of interest situation.
- E. PERSONNEL AND SUBCONTRACTORS. OPRF has, or will secure at its expense, all personnel required to perform the responsibilities as set forth in this Agreement. All persons retained by OPRF shall possess the requisite licenses and permits necessary. OPRF shall provide CITY with the name, address, and

telephone number of each supplier prior to OPRF beginning work under this Agreement.

- F. ASSIGNMENT. OPRF shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement, either in whole or in part, without the prior written approval of CITY. CITY shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement, either in whole or in part, without the prior written approval of OPRF.
- G. NON-DISCRIMINATION/EQUAL EMPLOYMENT. OPRF shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, OPRF agrees as follows:
1. OPRF and OPRF's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 2. OPRF and OPRF Subcontractors, if any, shall state in all solicitations or advertisements for employees placed by or on behalf of OPRF that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
 3. OPRF shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act.
 4. If applicable, OPRF will send to each labor union or representative of workers with whom OPRF has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of OPRF's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

H. LOCAL AND SMALL LOCAL BUSINESS ENTERPRISE PROGRAM (L/SLBE)

1. Requirement – For Professional Services, 50% Local and Small Local Business Enterprise Program (L/SLBE): there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/sub

consultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

2. Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
3. Preference Points - Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
4. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
5. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
6. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
7. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
8. The Exit Report and Affidavit (ERA) - This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub-consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a copy of the final progress payment application.
9. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship

with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

10. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, attached and incorporated herein and made a part of this Agreement.
11. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
12. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
13. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.
- I. LIVING WAGE ORDINANCE. If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then OPRF must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is

granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- i. Minimum compensation – Said employees shall be paid an initial ^{\$14.16 hr.} hourly wage rate of ~~\$12.55~~ with health benefits or ~~\$14.40~~ without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Contractor shall pay adjusted wage rates.**
- ii. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.87 per hour. OPRF shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- iii. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- iv. Federal Earned Income Credit (EIC) – OPRF shall inform said employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- v. OPRF shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- vi. OPRF shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

- vii. Reporting – OPRF shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. OPRF shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- viii. OPRF shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. OPRF shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

J. MINIMUM WAGE ORDINANCE

- 1. Oakland employees are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate.
- 2. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.
- 3. The law requires paid sick leave for employees and payment of service charges collected for their services. For further information, please go to the following website:
<http://www2.oaklandnet.com/Government/cityAdministration/d/MinimumWage/OAK051451>

K. EQUAL BENEFITS ORDINANCE. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

- 1. The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by City; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real

property owned or controlled by City or (2) of real property owned by others for City's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

2. The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by City or if City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with City; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination.**
- L. CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with City from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.
- M. NUCLEAR FREE ZONE DISCLOSURE. OPRF represents that it is in compliance with City's restrictions on doing business with service providers considered nuclear weapons makers
- N. POLITICAL AND RELIGIOUS PROHIBITIONS. Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement cannot be used to fund/partially fund any political or religious activities, or to fund/partially fund an activity/project with a political or religious purpose. Such activities include, but are not limited to: sponsoring or conducting candidate's meetings, engaging in voter registration activity, publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government, religious worship, instruction, or proselytization of religious tenets.
- O. TERMINATION ON NOTICE. CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days' written notice to OPRF. Termination shall be effective thirty (30) days after OPRF's receipt of CITY's termination notice.
- P. SUCCESSORS AND ASSIGNS. This Agreement shall be and is hereby binding on the successors and assigns of the parties hereto.
- Q. WAIVER. A waiver by either party of any breach by the other party of any provision of this Agreement shall not constitute a continuing waiver or a waiver

of any subsequent breach either of the same or a different provision of this Agreement.

- R. RECORDS. OPRF 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 OPRF by CITY.
- S. ACCOUNTING. OPRF shall maintain a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement and shall (a) permit CITY to access those records for the purpose of an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain those records for a period of four years subsequent to the last fiscal year during which CITY paid an invoice to OPRF under this Agreement.
- T. NOTICE. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to CITY by OPRF or OPRF by CITY shall be in writing and shall be deemed duly served and given when deposited in the United States mail, first-class postage prepaid, addressed as follows:

CITY OF OAKLAND

City of Oakland
Oakland Parks & Recreation (OPR)
250 Frank Ogawa Plaza, Suite 3330
Oakland, CA 94612
Attn: Director of OPR

OAKLAND PARKS & RECREATION
FOUNDATION

Oakland Parks and Recreation Foundation
(OPRF)
P.O. Box 13267
Oakland, CA 94661
Attn: Executive Director

- U. MODIFICATION. This Agreement may be modified, or amended only in a writing that specifically identifies the Agreement modifications or amendments and is signed by each of the parties.
- V. HEADINGS/CAPTIONS. All headings/captions in this Agreement shall have no legal meaning; they are simply to aid in reading the Agreement.
- W. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; and supersedes all prior oral and written, and all contemporaneous oral negotiations, understandings and agreements.
- X. SEVERABILITY/PARTIAL INVALIDITY. In the event that any covenant, term or condition herein contained is held to be invalid by a court of competent

jurisdiction, such invalidity shall not affect any other valid covenant, term or condition herein contained.

Y. GOVERNING LAW. This Agreement is made and shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City Administrator of the CITY OF OAKLAND has executed this Agreement representing the City of Oakland. Oakland Parks and Recreation Foundation has executed this Agreement, all in quadruplicate, the day and year first above written. The City Administrator is duly authorized by Resolution No. C.M.S. 82214 passed by the City Council on July 21, 2009, to execute this agreement.

CITY OF OAKLAND
a municipal corporation

OAKLAND PARKS AND
RECREATION FOUNDATION
a nonprofit California charitable corporation

By: [Signature]
Date

Title: City Administrator

By: [Signature] May 26, 2016
Date

Title: Executive Director

OAKLAND PARKS & RECREATION

By: [Signature] 5/26/16
Date

Title: Director (Interim)

APPROVED AS TO FORM AND
LEGALITY:

By: [Signature] 7/5/16
Date

Deputy City Attorney
Oakland City Attorney's Office

Combined Contract Schedules



Project Name: N/A
Business Name: Oakland Parks & Recreation Foundation Phone: (510) 465-1330 Email: Ken@OaklandParks.org
Address: 666 Bellevue Avenue City: Oakland State: CA Zip: 94610
Federal Taxpayer ID Number: 942751052 City of Oakland Business License Number: 1304569

Schedule B-1 and C-1 - (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

- I declare under penalty of perjury that my company is NOT headquartered in Arizona, OR.
- I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because _____
- I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

Schedule D - (Ownership, Ethnicity and Gender) Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

- Self Employed, Name of Owner _____ Corporation, State of Incorporation California
- Partnership, General or Limited _____ Names of Partners _____
- Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed in this information

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

Part II - Certifications DBE, MBE, SLEB, L/SLBE, etc.; Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. _____

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male						Female					
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management														
Professional	2	2							2					
Technical														
Clerical	1	1												1
Trades														

Schedule K – (Pending Dispute Disclosure)

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please circle one) Yes No
- If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 Date: _____ Official(s), Staff person(s) involved: _____ Administering Department/Division: _____
 Issues: _____ (check) _____ Additional Disputes listed on Attachment

Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR E, ID 41275-1652

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 20__? If yes, please indicate which years. <u>1987 present</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.	X	
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		X
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		X
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy). <u>On-going.</u>		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. <u>Standard office equipment</u>		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		X
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any un-reimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		X
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. <u>94-2751052</u>	X	
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed. <u>Custodial account review for 56 community groups Grant mgt.</u>	X	
12. Do you currently have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. <u>see text above in #11</u>	X	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		X
14. Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)	X	
15. Within the past two years have you been the employee of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		X
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. <u>666 Bellevue Ave., Oakland, CA 94610</u>	X	
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	X	
b. an existing business phone number other than your home number? (please indicate # along with area code) <u>510.461.050</u>	X	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		X
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?	X	
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		X

		Yes	No
20.	Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes. <u>N/A</u>		

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION. N/A

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

 Secretary of State verification printout attached.

Macaulay

 Date City Attorney/Assistant City Attorney/Deputy City Attorney

Schedule N - (Living Wage – Declaration of Compliance) *applicable to professional services contracts over \$25K only*

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	Three
(2) How many of your permanent employees are paid above the Living Wage rate?	Three
(3) How many of your permanent employees are paid below the Living Wage rate?	Zero
(4) Number of compensated days off per employee? (Refer to "Compensated Days Off" of the Living Wage Ordinance)	Twenty
(5) Number of trainees in your company?	Zero
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	Zero

Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)

Section A. Contractor Information

- (1) Are you an EBO certified firm (Please circle one) Yes No (if yes, please attached certificate and skip Schedule N-1)
 (2) Approximate Number of Employees in the U.S. 3 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please circle one) Yes No (4) Union name(s) _____

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) Yes No
- (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please circle one) Yes No

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health				X	
Dental				X	
Vision				X	
Retirement (Pension, 401K, etc)				X	
Bereavement				X	
Family Leave				X	
Parental Leave				X	
Employee Assistance Program				X	
Relocation & Travel				X	
Company Discount, Facilities & Events				X	
Credit Union				X	
Child Care				X	
Other				X	

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Schedule P – (Nuclear Free Zone - Ordinance 11478 C.M.S.)

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is NOT in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because

Schedule U – (Compliance Commitment Agreement)

N/A

- I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for **professional services** contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website (see the link below).

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. Initial: KL

Oakland's Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial: KL

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

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Print Name: Ken Lupoff Title: Executive Director
Signature: [Signature] Date: April 16, 2020

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>. **This form must be dated within 30 days of the contract award.**

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY REQUESTING DEPARTMENT

Contracting Dept. or Agency Parks, Recreation & Youth Development
 Dept. or Agency Liaison Dana Riley (Ext. -6495)
 Name of Contractor Oakland Parks and Recreation Foundaiton
 Contractor EIN or SSN 94-2751052

To be completed by the City Department or Agency, and attached in completed form with Part A (completed by the Contractor) and submitted for written approval to the City Attorney **before** submission of contract.

1. Briefly describe the work to be performed by the Contractor. Cooperative solicitation of private and public funding for capital improvements of parks and recreation projects to improve City parks and facilities, and manage certain City parks projects.

2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants?
Contractor will have options of assigning duties.

3. Do you intend to give the Contractor instructions on how to do the work under the contract?
City approval is required on improvement concept plans before funding sources are applied for.

4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. Review of proposed projects and fuding sources to insure projects meet the needs and established goals of the Mayor and Oakland City Council as well as adopted policies and priorities for Capital investment.

5. Will the work of the Contractor end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain?
This is not a finite project. Work will be ongoing.

6. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). Work will be performed at Contractors office except during times of community engagement, construction/improvements in which case contractor may perform work on City property / at improvement project site.

7. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification?
Yes.

8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) _____

9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour.
No

PART B: INDEPENDENT CONTRACTOR QUESTIONNAIRE (Continued)

10. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe Any fee paid to Contractor will com from grant funds raised by contractor as specified in Agreement.

11. Over how long a period of time will services under this contract be performed?
3 year term

12. Will the services require the Contractor's full-time attention for any give day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time Contractor mission is to support Oakland Parks, Recreation & Youth Development. Contractor sets hours of operation.

13. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. Contractor sets own hours.

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof?
This is not a requirement of the Agreement

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract?
No. Payment for work performed will be from grant funds raised by Contractor.

16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project?
No

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. Yes. Semi-annual status meetings are required as well as periodic meetings to review status of outstanding projects.

18. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below:
Agreement is for a 3-year period. Contractor is a 501(c)(3) not for profit.

I VERIFY THAT THE ABOVE RESPONSES ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

4-27-20
Date

Dana Riley
Department or Agency Liaison

To be completed by prime consultants only.

**SCHEDULE E
PROJECT CONSULTANT TEAM LISTING**

Date 02/19/2020



Company Name Oakland Parks and Recreation Foundation

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

Signature LSHAC

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

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



CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative Dana Piley Phone 510-238-6485 Project Spec No. _____
Department Parks & Rec. Contract/Proposal Name Oakland Parks & Recreation Foundation

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

Contractor Name Oakland Parks and Recreation Foundation Phone 510 465 1850

Street Address 666 Bellevue Avenue, Garden Center City Oakland State CA Zip 94610

Type of Submission (check one) _____ Bid _____ Proposal _____ Qualification Amendment

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

Individual or Business Name _____ Phone _____ - _____ - _____

Street Address _____ City _____ State _____ Zip _____

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

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

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

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

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

Ken Lupoff
Signature

02, 19, 2020
Date

Ken Lupoff
Print Name of Signer

Executive Director
Position

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

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

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

SCHEDULE W
BORDER WALL PROHIBITION

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, Ken Lupoff, the undersigned, a
(Name)

Executive Director of Oakland Parks and Recreation Foundation
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

I declare that I understand Ordinance #13459 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Ken Lupoff / [Signature] 2/19/20
(Printed Name and Signature of Business Owner) (Date)

Oakland Parks and Recreation Foundation / 666 Bellevue, Oakland CA 94610
(Name of Business Entity) (Street Address City, State and Zip Code)

Oakland Parks and Recreation Foundation
(Name of Parent Company)

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, August 20, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1020585 OAKLAND PARKS AND RECREATION FOUNDATION

Registration Date:	03/12/1981
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC NONPROFIT
Status:	ACTIVE
Agent for Service of Process:	KEN LUPOFF 2324 COOLIDGE AVENUE OAKLAND CA 94601
Entity Address:	666 BELLEVUE AVENUE, GARDEN CENTER, LAKESIDE PARK OAKLAND CA 94610
Entity Mailing Address:	PO BOX 13267 OAKLAND CA 94661

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of March.

Document Type	File Date	PDF
SI-COMPLETE	01/15/2019	
SI-COMPLETE	09/28/2017	
AMENDMENT	05/15/2015	
REGISTRATION	03/12/1981	Image unavailable. Please request paper copy.

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).

City of Oakland
Finance and Management Agency
Risk Management Division

INSURANCE REQUIREMENTS MODIFICATION REQUEST

PROJECT MANAGER: Complete Items #1 through 8, then send/deliver completed form with all the attachments shown in Item #6 below to: Finance and Management Agency, Risk Management Division, 150 Frank Ogawa Plaza, Suite 2352, Oakland, CA 94612. Phone (510) 238-7165/Fax (510) 238-4749.

- 1 Name of Consultant: Oakland Parks and Recreation Foundation (OPRF)
- 2 Project Name & Number: Second Amendment to Agreement Between OPRD and City
- 3 Start & End Date of Contract: June 24, 2020 – June 23, 2022
- 4 Project Description: Cooperative solicitation of private and public funding for capital improvements

5 Reason for Insurance Modification Requested: (Complete all that apply)

Commercial General Liability:

- Waive Justification: _____
- Reduce to: \$ _____

Workers' Compensation:

- Waive Justification: _____

Automobile Liability:

- Waive Justification: Does not use automobiles in course of business
- Reduce to: \$ _____

Other:

- Waive Justification: _____
- Reduce to: \$ _____

6 Attachments Required:

- Schedule A – Scope of Services Schedule M – Independent Contractor's Questionnaire
- Schedule Q – Insurance Requirements Existing insurance documentation from Contractor
- Signed statement from Contractor on company letterhead verifying reason for waiver or reduction of each insurance requirement.

7 Other Comments: _____

8 Dana Riley _____ Parks, Recreation & Youth _____ 4/27/20 _____
Project Manager Development _____ Date of Request
510-238-6495 _____ Title/Department driley@oaklandnet.com _____
Phone _____ Fax _____ E-Mail

TO BE COMPLETED BY THE RISK/INSURANCE MANAGER:

- 9 Identify Risk to the City: _____
- Request Granted Request Denied

MF Bailey _____
Authorizing Signature

April 27, 2020 _____
Date



BOARD OF DIRECTORS

Officers

Heather Kuiper
President
Ellen Cavanagh
Vice-President
Mandolin Kadera-
Redmond
Treasurer
Michelle Hernandez
Secretary

Board Members

Dwayne Aikens
Jessica Arline
John Bliss
Zach Cohen
Itzel Diaz
Kathy Teng Dwyer
Michael Hammock
Lara Maxey
Barry Miller
Susan Montauk
Dan Pitcock
Jennifer Kim Anh Tran
Lena Zentgraf

Non-Voting Members

J. Nicholas Williams
*Director, Oakland Parks &
Recreation*
Jason Mitchell
*Director, Oakland Public
Works Agency*
Chryl Corbin
*Chair, Parks & Recreation
Advisory Commission*

STAFF

Ken Lupoff
Executive Director

Wes Radez
Development Manager

Hazel Tesoro
Operations Associate

PO Box 13267
Oakland, CA 94661

Tel (510) 465-1850
Fax (510) 465-1852

www.oaklandparks.org

April 27, 2020

ATTN: Michael Bailey, Administrative Analyst II
City of Oakland
Human Resources Management Department
Risk Management Division
150 Frank Ogawa Plaza, Suite 3332

RE: Auto Insurance Waiver Request

Dear Mr. Bailey,

The Oakland Parks and Recreation Foundation (OPRF) is requesting a waiver of Auto Insurance, as it relates to the MOU agreement between OPRF and the City of Oakland.

OPRF does not utilize vehicles in its business.

Sincerely,

--

Ken Lupoff
Executive Director
Oakland Parks and Recreation Foundation
p: 510.465.1850
www.oaklandparks.org

Supporting Parks and Recreation Programs for Everyone in Oakland.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cook, Disharoon & Greathouse, Inc. 1942 Embarcadero Oakland CA 94606	CONTACT NAME: Noah Whitfield
	PHONE (A/C, No, Ext): (510) 437-1900 FAX (A/C, No): (510) 437-1979
	E-MAIL ADDRESS: nwhitfield@cdginsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Nonprofits Insurance Alliance
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED Oakland Parks and Recreation Foundation P.O. Box 13267 Oakland CA 94661-0267	

COVERAGES

CERTIFICATE NUMBER: CL2041313204

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	202010875NPO	5/11/2020	5/11/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			202010875NPO	5/11/2020	5/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202010875UMBPO	5/11/2020	5/11/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			202010875NPO	5/11/2020	5/11/2021	EACH COMMON CAUSE \$1,000,000 AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Oakland Oakland Parks, Recreation and Youth Development 250 Frank H. Ogawa Plaza Suite 3300 Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Noah Whitfield/NW
---	--

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COMMENTS/REMARKS

The City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers are Additional Insured under General Liability per attached endorsement #CG2026 0413, when required in a written contract between the Named Insured and Additional Insured.

General Liability is Primary and Non-Contributory per attached endorsement #NIAC-E61 0219.

Waiver of Subrogation applies to General Liability per attached endorsement #NIAC-E26 11/17.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): City of Oakland and its Councilmembers, officers, directors, employees and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Oakland and its Councilmembers, officers, directors, employees and volunteers

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

City of Oakland and its Councilmembers, officers, directors, employees and volunteers

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

COMMENTS/REMARKS

The City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers are Additional Insured under General Liability per attached endorsement #CG2026 0413, when required in a written contract between the Named Insured and Additional Insured.

General Liability is Primary and Non-Contributory per attached endorsement #NIAC-E61 0219.

Waiver of Subrogation applies to General Liability per attached endorsement #NIAC-E26 11/17.

POLICY NUMBER: 2019-10675
Named Insured: Oakland Parks and Recreation Foundation

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Oakland and its Councilmembers, officers, directors, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions, or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4, above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b**, below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g**. of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

City of Oakland, its councilmembers, directors, officers, employees, agents, and volunteers

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-21-2020

GROUP:
 POLICY NUMBER: 0792030-2020
 CERTIFICATE ID: 9
 CERTIFICATE EXPIRES: 01-01-2021
 01-01-2020/01-01-2021

CITY OF OAKLAND
 180 FRANK H OGAMA PLZ STE 3330
 OAKLAND CA 94612-2074

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 90 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2870 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2020-04-21 IS
 ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
 CITY OF OAKLAND

EMPLOYER

OAKLAND PARKS AND RECREATION FOUNDATION (A
 NON-PROFIT CORP.) DBA: OAKLAND PARKS &
 RECREATION FOUNDATION
 PO BOX 13267
 OAKLAND CA 94691

(PCU.08)

ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

STATE
COMPENSATION
INSURANCE
FUND

792030-20
RENEWAL
NA
2-02-20-95
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE APRIL 21, 2020 AT 12.01 A.M.
AND EXPIRING JANUARY 1, 2021 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

OAKLAND PARKS & RECREATION FOUNO

PO BOX 13267
OAKLAND, CA 94661

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF OAKLAND

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

OAKLAND PARKS & RECREATION FOUNO

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.


NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

APRIL 23, 2020

2570


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO



22 Issues Report a Problem

Search Businesses

Search By: [dropdown menu] Value: parks

Search

Specify Business Start Date Range (Optional)

Account #	Business Name	Expire Date	Address
90199064	AMPAM PARKS MECHANICAL	12/31/2020	17036 AVALON BLVD, CARSON, CA 90746-1241
90167184	CALIFORNIA SKATEPARKS	12/31/2015	273 N BENSON AVE, UPLAND, CA 91785-3414
90124020	DAI YNN SPARKS BUY, TRADE, SELL	12/31/2012	3327 CHESTNUT ST, OAKLAND, CA 94608-4224
90149773	DAVID SPARKS CONSTRUCTION	12/31/2019	-ON FILE-
90171369	GRINDLINE SKATEPARKS, INC.	12/31/2016	4619 14TH AVE SW, SEATTLE, WA 98196-1501
90196684	LEAH REAL PARKS	12/31/2019	-ON FILE-
90194732	LEON PARKS	12/31/2019	-ON FILE-
90130394	NICOLE PARKS PILATES	12/31/2012	1458 14TH ST, OAKLAND, CA 94608-4144
→ 90604587	OAKLAND PARKS & RECREATION FOUNDATION	12/31/2020	-ON FILE-
90136109	PARKS DARRELL W	12/31/2019	-ON FILE-
90200950	PARKS ELECTRIC	12/31/2019	517 PINEWOOD DR, SANTA ROSA, CA 95407-7528
90166318	PARKS PLUMBING & HEATING	12/31/2014	624 PRECITA AVE, SAN FRANCISCO, CA 94110-0820
90184559	PARKS TWYLA - ADMINISTRATOR	12/31/2018	1438 43RD AVE, OAKLAND, CA 94621-2202
90188861	PARKS TWYLA - ADMINISTRATOR	12/31/2019	-ON FILE-
90651160	PARKS-ELLISON	12/31/2021	368 GRAND AVE, OAKLAND, CA 94610-3515

Signature: Jasmine Chan

Email: JChan@oaklandca.gov












OPRF OPRYD 2nd amendment -09.14


Final Audit Report

2020-09-18


Created:	2020-09-14
By:	Jasmine Chan (JChan@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp2BxsRBweZbA34q0JzXzgh7ggRaGh6Hm

"OPRF OPRYD 2nd amendment -09.14" History

-  Document created by Jasmine Chan (JChan@oaklandca.gov)
2020-09-14 - 7:22:21 PM GMT- IP address: 209.232.103.102
-  Document emailed to Amber Macaulay (amacaulay@oaklandcityattorney.org) for signature
2020-09-14 - 7:26:45 PM GMT
-  Email viewed by Amber Macaulay (amacaulay@oaklandcityattorney.org)
2020-09-14 - 7:59:15 PM GMT- IP address: 64.169.80.36
-  Document e-signed by Amber Macaulay (amacaulay@oaklandcityattorney.org)
Signature Date: 2020-09-14 - 8:25:13 PM GMT - Time Source: server- IP address: 64.169.80.36
-  Document emailed to Nicholas Williams (jnwilliams@oaklandca.gov) for signature
2020-09-14 - 8:25:16 PM GMT
-  Email viewed by Nicholas Williams (jnwilliams@oaklandca.gov)
2020-09-18 - 3:38:08 PM GMT- IP address: 23.114.179.239
-  Document e-signed by Nicholas Williams (jnwilliams@oaklandca.gov)
Signature Date: 2020-09-18 - 3:38:47 PM GMT - Time Source: server- IP address: 23.114.179.239
-  Document emailed to Jasmine Chan (JChan@oaklandca.gov) for signature
2020-09-18 - 3:38:51 PM GMT
-  Document e-signed by Jasmine Chan (JChan@oaklandca.gov)
Signature Date: 2020-09-18 - 3:44:37 PM GMT - Time Source: server- IP address: 209.232.103.102
-  Document emailed to Deborah Lusk-Barnes 9/18/2020 (DBarnes@oaklandca.gov) for signature
2020-09-18 - 3:44:40 PM GMT
-  Document e-signed by Deborah Lusk-Barnes 9/18/2020 (DBarnes@oaklandca.gov)
Signature Date: 2020-09-18 - 11:01:00 PM GMT - Time Source: server- IP address: 8.44.165.134

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2020-09-18 - 11:01:04 PM GMT

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2020-09-18 - 11:19:02 PM GMT- IP address: 209.232.103.84

 Document e-signed by Nai Phan (nphan@oaklandca.gov)


Signature Date: 2020-09-18 - 11:19:31 PM GMT - Time Source: server- IP address: 209.232.103.84

 Document emailed to Dana Riley (DRiley@oaklandca.gov) for signature

2020-09-18 - 11:19:34 PM GMT

 Email viewed by Dana Riley (DRiley@oaklandca.gov)

2020-09-18 - 11:27:00 PM GMT- IP address: 8.44.165.136

 Document e-signed by Dana Riley (DRiley@oaklandca.gov)

Signature Date: 2020-09-18 - 11:28:15 PM GMT - Time Source: server- IP address: 8.44.165.136

 Agreement completed.

2020-09-18 - 11:28:15 PM GMT

