

**CITY OF OAKLAND
COUNCIL AGENDA REPORT**

OFFICE OF THE CITY CLERK
CITY OF OAKLAND

2006 JUN 15 PM 4:05

TO: Office of the City Administrator
ATTN: Deborah Edgerly
FROM: Oakland Museum of California
DATE: June 27, 2006

RE: RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF
OAKLAND AND THE OAKLAND MUSEUM OF CALIFORNIA
FOUNDATION FOR A TWENTY-YEAR TERM

SUMMARY

City staff has prepared a resolution for the City Administrator to execute a license agreement between the City of Oakland ("City") and the Oakland Museum of California Foundation ("OMCF") for the right to renovate, reinstall, reinterpret, and thereafter to oversee the premises known as the History Gallery on the second floor of the Oakland Museum of California at 1000 Oak Street, Oakland California. The proposed license agreement has a twenty-year term commencing on June 1, 2006 and ending on May 31, 2026.

The Oakland Museum of California Foundation is an Internal Revenue Service 501(c)(3) non-profit corporation dedicated to raising funds for supporting the exhibitions, programs, and related services for the Oakland Museum of California since 1989. A major renovation to the 30,000 square foot History Gallery is planned for completion in approximately 2008 at a total cost of approximately \$10 million dollars. The funding for the completion of the gallery comes from multiple sources including funds from Measure G (passed by Oakland taxpayers in 2002) and private fundraising through the OMCF. Through the OMCF, the museum received State of California funds through the California Cultural and Historical Endowment ("CCHE") in the amount of \$2,887,500 granted in 2005. The CCHE funds were granted to the OMCF and in order to receive the funds as outlined in the grant, the OMCF must retain an exclusive, irrevocable license to renovate, reinstall, reinterpret and thereafter, to oversee the History Gallery for a twenty-year term. Approval of this resolution will authorize a license agreement with the OMCF for the above rights and will enable the OMCF to receive the \$2,887,500 from the CCHE.

FISCAL IMPACT

The Museum is embarking on a major renovation of the History, Art, and Natural Galleries and is also undergoing building improvements and additions. The total budget for the Phase I of the renovation that includes all of the above components will be approximately \$39 million dollars. The History Gallery renovation alone is approximately \$10 million dollars in costs. In 2002 the Museum received \$23.6 million from a Measure G bond passed by the City of Oakland voters that goes towards the

Item _____
Life Enrichment Committee
June 27, 2006

overall goal of \$39 million dollars. The Measure G bond monies are available now to the Museum under Measure G Capital Improvement Fund (5310), Non-Departmental Service Organization (90411), and GOB 2002, Museum Measure G Project (C239610). The balance of the funding (approximately \$15.4 million) is planned to be raised through the OMCf from a variety of sources including Federal, State, and private sources. The OMCf received a grant in 2005 from the CCHE in the amount of \$2,887,500 specifically for the renovation of the History Gallery and reduces the balance of the funding to approximately \$12,512,500. Receipt of this grant from the CCHE is a significant financial step in meeting the Phase I overall goal of \$39 million dollars. Once completed in early 2009, the History Gallery will require additional service contracts to maintain the computerized and video components of the exhibition at an approximate total cost of \$75,000 per annum and two additional FTE at a total approximate cost of \$150,000 per annum. With this in mind, the OMCf's fund raising plan includes up to \$15 million for endowment for those designated costs and positions. If the endowment funds are not raised for the contract or the positions, alternative funding will need to occur or hiring delays may result.

BACKGROUND

The Oakland Museum of California is undergoing a major building renovation that will include complete reinstallations of the three main galleries of art, history, and natural science to better reflect the new learning styles of our visitors and to update the content. There will be two physical building additions to add approximately 5,000 square feet to the art gallery and will include building-wide improvements that will provide an enhanced visitor experience to include a more inviting entrance and canopied areas to protect visitors from the elements.

In a report dated October 14, 2003 entitled "Informational Report on the Oakland Museum of California Master Plan and the proposed First Phase alterations to the Museum made possible by Measure G Bond Funds and intended fund raising by the Oakland Museum of California Foundation" and later updated on July 13, 2004 with a report entitled "Informational Progress Report on the Oakland Museum of California Master Plan", City Council was informed as to the overall scope of the renovations to the museum. The current proposed renovations to the History Gallery are in line with these original reports submitted to City Council.

PROJECT DESCRIPTION

Renovation of the History Gallery is essential to address the needs and expectations of our increasingly diverse audiences. A goal is to provide access for people with different languages, abilities, worldviews, and learning styles, and to keep the gallery relevant, interesting, and fresh. Visitors to the new History Gallery will encounter a myriad of faces in an (1) Orientation area, providing an introduction to California's human diversity. Visitors can enter any of the chronically arranged and thematic side bays that extend out from the main area. In these areas, people can explore a variety of topics and periods in California history, as well as their continuing legacies today: (2) First Peoples;

(3) Colonial California; (4) Gold Rush and the birth of San Francisco; (5) Water and Agriculture; (6) Railroads; (7) 1906 Earthquake and Fire; (8) Hands-on-History lab; (9) California Oil; (10) Hollywood; (11) The Great Depression; (12) World War II; (13) The Cold War and Suburban Development; (14) Sports in California; (15) Beyond Convention; (16) Silicon Valley; (17) Innovation. We have completed the schematic phase of exhibition design and are 50% through the Design Development phase that will be completed in early 2007. The History Gallery will go through a Construction phase that will be completed and open to the public in early 2009. Funding from the CCHE goes directly towards the completion of the History Gallery.

KEY ISSUES AND IMPACTS

The OMCf received the first round of funding from the newly-formed CCHE in the grant amount of \$2,887,500 in 2005. Upon granting the funding to the OMCf, the CCHE then required the OMCf to have a long-term license agreement with the City in regards to the History Gallery as a term of receiving the grant. The CCHE gave the OMCf a deadline of July 31, 2006 to have a license agreement in place as a condition to receive the grant. If we are unable to have the license agreement approved, the entire grant of \$2,887,500 will be forfeited back to the CCHE. The History Gallery project as described below would be severely compromised and only a minor modification to the gallery would be feasible. In addition, private fundraising would be negatively affected as losing this major CCHE grant would reverberate throughout the philanthropic community. If the Council approves the proposed license agreement, the OMCf would receive the CCHE funds with no reservations and according to terms as outlined in their grant award.

By granting a license to the OMCf, the OMCf will pay to the City one dollar per year for a period of twenty years and provide adequate liability insurance as stipulated in the license agreement in exchange for the right to control the renovation and thereafter, the oversight of the History Gallery will enable the OMCf to receive the funds from CCHE.

Also, by granting a license to the OMCf and thereby receiving CCHE funds, the Oakland community receives considerable benefit in the improvement of the visitor experience in the museum's History Gallery, entitled the *Gallery of California History*. The History Gallery has not been updated in the last 20 years, and our view of California history has become more complete as we have continued to learn more about the past experience of all our state's peoples, through new historical research and the rapidly growing diversity of our state. The three central goals of this History Gallery project are to:

- 1- Present stories and artifacts from peoples and cultures that have traditionally been excluded from the historical narrative
- 2- Provide new, multiple levels of interpretation and learning that will encourage museum visitors to go deeper into California history and look at time periods, events, and issues from many points of view
- 3- Strengthen the Gallery of California History by acquiring new artifacts, original photographs, and oral histories that document the experiences of peoples previously overlooked in mainstream history.

Reinstallation of the Gallery of California History is essential to address the needs and expectations of culturally diverse audiences, to provide access for people with different languages, abilities, and learning styles, and to keep the gallery relevant, interesting, and up-to-date.

In addition to improving the visitor experience, we would also be able to increase the capacity of students served at the Museum. Over 30,000 students in grades K-12 visit the History Gallery and we would be able to increase the number of students served by approximately 25% when the gallery is renovated to the new standards.

SUSTAINABLE OPPORTUNITIES

Economic: The renovation of the History Gallery will draw more visitors to the museum and will generate additional earned revenue at the museum and surrounding businesses.

Environmental: Execution of this proposed license agreement allows for increased learning opportunities regarding the environmental history of California and thereby making the citizens more thoughtful about environmental issues affecting their future.

Social Equity: Execution of this proposed license agreement allows for increased learning opportunities in the History Gallery for those visitors where English is a second language. Currently, the gallery does not accommodate visitors that do not understand English and in our new reinstallation of the gallery we will provide interpretive opportunities in a variety of languages.

DISABILITY AND SENIOR CITIZEN ACCESS

The History Gallery will be able to more properly serve and accommodate persons with disabilities through improved interpretive aids such as closed captioning. The Museum shall at all times comply with the Americans with Disabilities Act (ADA), Older Americans Act and other non-discrimination laws and regulations. Also, many senior citizens currently volunteer at the museum as docents in our History Gallery and the renovated gallery will provide additional volunteer opportunities available to our senior citizen community.

RECOMMENDATION AND RATIONALE

Staff recommends that City Council approve a resolution authorizing the City Administrator or her designee to execute a license agreement between the City of Oakland and the Oakland Museum of California Foundation for a twenty-year term commencing on June 1, 2006 and ending on May 31, 2026.

ACTION REQUESTED OF THE CITY COUNCIL

The Oakland Museum of California requests that City Council authorize the City Administrator or her designee to execute a license agreement between the City of Oakland and the Oakland Museum of California Foundation for a twenty-year term commencing on June 1, 2006 and ending on May 31, 2026.

Respectfully submitted,



Lori Fogarty
Director, Oakland Museum of California

Prepared by:
Mark D. Medeiros, Deputy Director
Oakland Museum of California

APPROVED AND FORWARDED TO THE
LIFE ENRICHMENT COMMITTEE:



OFFICE OF THE CITY ADMINISTRATOR

DRAFT

**LICENSE AGREEMENT
BETWEEN THE CITY OF OAKLAND AND
THE OAKLAND MUSEUM OF CALIFORNIA FOUNDATION**

THIS LICENSE AGREEMENT (“Agreement” or “License”) is entered into on _____ by and between the City of Oakland (“Licensor”), and the Oakland Museum of California Foundation, Inc., a California non-profit corporation (“Licensee”).

RECITALS

WHEREAS, Licensor is the owner of the Oakland Museum of California, located at 1000 Oak Street in the City of Oakland, County of Alameda, State of California (the “Museum”); and

WHEREAS, Licensee has secured funding from both public and private sources for the renovation of that portion of the Museum commonly referred to as the History Gallery (“the Premises”), as described on Exhibit A; and

WHEREAS, Licensor wishes to grant to Licensee a License to the History Gallery to facilitate Licensee’s fundraising for and implementation of Licensee’s plans to renovate, reinstall and reinterpret the Premises.

NOW THEREFORE, for the consideration contained herein, the parties agree as follows:

1. GRANT OF LICENSE AND INDEMNIFICATION.

1.1 Licensor hereby grants to Licensee an exclusive, irrevocable license for a specified term, subject to the agreements, conditions and provisions set forth in this Agreement, to the Premises for Licensee to renovate, reinstall, reinterpret and thereafter, to oversee the Premises. Licensee acknowledges by virtue of this License Agreement, Licensor has not agreed to, and shall not be obligated to, but may undertake or provide improvements or repairs prior to the term of this Agreement. Licensor and Licensee further acknowledge that Licensee is executing this License Agreement in order to facilitate fundraising and the implementation of Licensee’s plan to manage the renovation and thereafter, to oversee the Premises. Licensor shall continue to maintain the Premises during the term of this License Agreement. Licensee agrees to pay for any damages caused by Licensee that arise from this License Agreement.

Licensee shall protect, defend (with counsel acceptable to Licensor), indemnify and hold harmless the Licensor, its respective employees, agents and board members from any and all actions, causes of action, claims, losses, expenses (including reasonable attorney’s fees and costs), or liability or claims for damages on account of damage of property or injury to or death of persons, including

Licensee or Licensee's employees, patrons, its agents, customers, business invites and/or any other persons, or damage to property of any kind whatsoever and to whomsoever belonging, including Licensee or Licensee's employees and patrons, its agents, customers, business invites and/or any other persons, from any cause resulting from this License Agreement, except to the extent caused by Licensor's gross negligence or willful acts or omissions.

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

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

2. TERM

2.1 The term of this Agreement shall commence on _____ at 12:00 am and shall continue thereafter for a period of twenty years until the 20th anniversary of the commencement date unless sooner terminated as hereinafter provided.

2.2 Notwithstanding any other provision of this Agreement, this Agreement shall be subject to cancellation and termination, upon material breach of its terms. This Agreement creates no rights in Licensee to receive relocation benefits or any advisory assistance upon termination of this Agreement.

3. LICENSE PAYMENT AND INSURANCE

3.1 The license payment is one dollar (\$1) per year, payable in advance on or before _____ of each calendar year.

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

- i. **Commercial General Liability ("CGL") insurance**, shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, Bodily Injury, Broad Form Property Damage, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. If such CGL insurance contains a general aggregate limit, it shall apply

separately to this agreement.

- A. Coverage afforded on behalf of the City shall be primary insurance and any other insurance available to the City under any other policies shall be excess insurance (over the insurance required by this Agreement).

Limits of liability: Licensee shall maintain CGL-- and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises.

- C. If the policy is a "claim made" type policy, the following should be included as endorsements:

- 1) The retroactive date shall be the effective date of this Agreement or a prior date.
- 2) The extended reporting or discovery period shall not be less than thirty-six (36) months.

- ii. **Automobile Liability Insurance.** Licensee shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. In the event the Licensee does not own vehicles, but utilized non-owned and hired vehicles, evidence of such coverage is acceptable with a signed statement from Licensee stating that only non-owned and hired vehicles are used in the course of the contract.
- iii. **Worker's Compensation insurance** as required by the laws of the State of California. Statutory coverage may include Employers Liability coverage with limits not less than \$1,000,000. The Licensee certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Licensee shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.
- iv. **Builders Risk Insurance.** Should Licensee engage contractors for the purpose of construction, licensee shall insure that contractors comply with the Licensor's Greenbook specifications for construction projects.

3.3. Insurance Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Licensee shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the Licensor, its Councilmembers, directors, officers, agents and employees as insureds in its Comprehensive Commercial General Liability policy. If Licensee submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Cancellation Notice: 30-day prior written notice of termination or material change in coverage and 10-day prior written notice of cancellation for non-payment;
- iii. Cross-liability coverage as provided under standard ISO forms' separation of insureds clause; and
- iv. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- v. Insurer shall carry a insurance from an admitted company with a Best Rating of A VII or better.

3.4 Subcontractors

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

4. USE

4.1 Unless otherwise agreed to by Licensor in writing, Licensee may use the Premises only to renovate, reinstall and reinterpret the premises to create and oversee a new permanent exhibit

as a part of and consistent with the functions of the Oakland Museum and its mission to be responsive, accessible and relevant to the needs and expectations of the culturally diverse California population and the Museum's audiences.

5. CURRENT RENOVATIONS TO BE MADE BY LICENSEE:

5.1 Licensee shall construct the improvements described on Exhibit B ("the Work Letter").

5.2 Licensee shall obtain assistance from the City of Oakland Public Works Agency with design and construction advertising and bidding, administration, management and construction services for any public works of improvement at the site.

6. APPLICABLE LAW:

6.1 Licensee shall comply with all applicable federal, state and local laws, including but not limited to such laws applicable to public works of improvement.

7. ASSIGNMENT

7.1 Licensee shall not assign any of its rights or obligations under this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld.

8. NO DISCRIMINATION

8.1 Licensee hereby covenants and agrees by and for itself, its assigns and successors, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of age, race, color, creed, disability religion, sex, marital status, sexual orientation, national origin, or ancestry in the sale, license, sublicense, transfer, use, occupancy, tenure, or enjoyment of the premises, nor shall Licensee, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of Licensees, patrons, or vendees.

9. AUTHORITY

9.1 All individuals executing this Agreement on behalf of the parties to this Agreement represent and warrant that they are authorized to execute and deliver this License on behalf of the corporate party to this Agreement and that this License is binding upon said corporate party to this Agreement.

10. MISCELLANEOUS

10.1

10. Entire Agreement. This Agreement contains all the terms, covenants, conditions and agreements between Licensor and Licensee relating in any manner to the Licensing of the Premises to Licensee. The terms, covenants and conditions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by Licensor and Licensee.

10.2 Captions, Definitions and Severability. The captions of the sections and subsections of this Agreement are for convenience and easy reference only and shall not be considered or referred to in resolving questions of construction. Whenever in this Agreement any words of obligation or duty are used, such words shall have the same force and effect as though made in the form of covenants. All of the covenants and agreements herein contained are conditions, and the strict and prompt performance of each shall be conditions precedent to the right or to have this Agreement continues in effect. Should any provision of this Agreement be adjudged to be invalid, void or illegal, such adjudication shall in no way effect, impair or invalidate any other provisions hereof, the parties hereto agreeing that they would have entered into the remaining portion of this Agreement notwithstanding the omission of the portion or portions adjudged invalid, void or illegal.

10.3 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, or by a third person, to create the relationship of principal and agent or of partnership or of joint venture or of trustee and beneficiary or of any association between Licensor and Licensee, and neither any provisions contained in this License nor any acts of the parties hereto, shall be deemed to create any relationship between Licensor and Licensee other than the relation of Licensor and Licensee.

10. Time. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.5 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of California.

10.6 Notice. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the Licensor or Licensee, as the case may be, at the respective addresses stated below or to the last changed address given by the party to be notified as hereinafter specified:

Licensor:

City of Oakland
One Frank H. Ogawa Plaza
Oakland, CA 94612
Attn: City Administrator

Licensee:

Oakland Museum of California Foundation
1000 Oak Street
Oakland, CA 94607
Attn: Chairman

10.7 Waiver of Default: Cumulative Remedies. No waiver of any default by any party to this License shall be implied from any omission by any other party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this License shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any party to or of any act or request by any other party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any party by this Agreement shall be deemed to be cumulative and no such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

10.8 Exhibits. All Exhibits attached hereto and referred to herein are hereby incorporated herein by reference as fully as if set forth herein.

10.9 Force Majeure. Each party shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by any of the following (sometimes called "force Majeure" in this Agreement): fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, transportation, strikes, lockouts, action of labor unions, laws, orders or moratoriums of governmental or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party.

10.10 Further Assurances. Licensor and Licensee shall execute, on request, all other documents and instruments as the other party shall reasonably request, which are reasonably required to carry out obligations imposed under, and affect the purposes of, this Agreement.

10.11 Counterparts: Facsimile. This Agreement may be executed by facsimile and/or in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused this License Agreement to be executed as of the date first set forth above.

Licensor:

Licensee:

City of Oakland

Oakland Museum of California Foundation

By: _____

By: _____

Its: _____

Its: _____

Approved as to Form:

City Attorney's Office |

372503

Seth C. Jackson
Oakland City Attorney's Office

OFFICE OF THE CITY CLERK
CITY OF OAKLAND

OAKLAND CITY COUNCIL

2006 JUN 15 PM 4:05

RESOLUTION NO. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF OAKLAND AND THE OAKLAND MUSEUM OF CALIFORNIA FOUNDATION FOR A TWENTY YEAR TERM

WHEREAS, the Oakland Museum of California, located at 1000 Oak Street, Oakland, California ("the Museum"); is owned by and in the custodial care of the City of Oakland; and

WHEREAS, the Oakland Museum of California Foundation ("OMCF") is a California 501(c)(3) non-profit corporation dedicated to raising funds for supporting the exhibitions, programs and related services for the Museum; and

WHEREAS, the Museum is embarking on a major renovation of the History, Art and Natural Galleries in addition to building improvements and additions at a projected cost of thirty-nine million dollars for phase I of the project of which the History Gallery renovation alone will cost approximately ten million dollars; and

WHEREAS, the cost of the Museum renovations will be paid in part by the Measure G bond passed by the city of Oakland voters with the balance of the funding (over fifteen million dollars) planned to be raised by the OMCF from a variety of sources including Federal, State, and private sources; and

WHEREAS, in 2005, the OMCF was the designated recipient of a grant of State of California funds through the California Cultural and Historical Endowment ("CCHE") in the amount of two million, eight hundred, eighty seven thousand, five hundred dollars specifically to be used for the renovation of the History Gallery; and

WHEREAS, in order to receive the CCHE funds as outlined in the grant, OMCF must retain the exclusive, irrevocable control to renovate, reinstall, reinterpret and thereafter, to oversee the History Gallery for a twenty year term; and

WHEREAS, a license agreement between the City of Oakland ("the City") and the OMCF wherein the OMCF will pay to the City one dollar per year for a period of twenty years and provide adequate liability insurance as stipulated in the license agreement in exchange for the right to control the renovation and thereafter, the oversight of the History Gallery will enable OMCF to receive the funds from CCHE; and

WHEREAS, OMCF's receipt of the CCHE grant will benefit the Oakland community by the improvement of the visitor experience in the Museum's History Gallery, entitled the "Gallery of California History" which as reinstalled will address more completely the historical experience, the needs and expectations of the culturally diverse people of our state; now therefore be it

RESOLVED: that the City Administrator or her designee is hereby authorized to execute a license agreement whereby the City of Oakland grants a license to the History Gallery of the Oakland Museum of California to the Oakland Museum of California Foundation to facilitate the fundraising for and implementation of plans to renovate, reinstall and reinterpret the Gallery of California History; and be it

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

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20__.
PASSED BY THE FOLLOWING VOTE:

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

NOES-

ABSENT-

ABSTENTION-

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California