



DOCUMENT CHECKLIST / SUBMITTAL TO CITY CLERK

TO: CONTRACTS STAFF/PROJECT MANAGER 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 REVIEWED:	DATE RETURNED:
02/27/2020	Contracts and Compliance	pp	02/27/2020	
2/27/20	City Attorney			
	City Administrator (Debbie)			
	City Clerk			

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

Project Name: Cultural Strategist in Government, Amendment 1
 Contractor: SABEREH MOHAMMADKASHI DBA WOVEN MULTIMEDIA
 Dates: 05/01/19 TO 06/30/20
 Contract Amount: \$12,500.00 (TOTAL)

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.

	✓	Three (3) Original sets of Agreement/Amendment w/ Schedule Q (PS, CS, Grant, DBE, I.T. and others)
	✓	Online Tracking form 5767
	✓	City Administrator's Contract Authority Checklist
	✓	Schedule T - end date 6/30/20
	N/A	Resolution(s) both current and previous (# , dated)
	N/A	Bid and Performance Bonds (as applicable)
		Schedule A - Scope of Work
	✓	Schedule B-1 - Declaration of Compliance with Arizona Resolution 82757
	N/A	Schedule B-2 -Conditional Waiver per Ordinance
	✓	Schedules C-1 Compliance with the Americans With Disabilities Act
	✓	Schedule D - Ownership, Ethnicity, Gender Questionnaire
	✓	Schedule E (non-construction) Project Consultant Team
	N/A	Schedule E2 - Oakland Workforce Verification Form
	✓	Schedule K - Pending Dispute Resolution
	✓	Schedule M -Part A or provide Active Status with Secretary of State, if Corporation)
	✓	Schedule M - Part B Independent Contractor Questionnaire (Requesting Department only)
	N/A	Schedule N (Declaration of Compliance- Living wage ordinance)
	N/A	Schedule N-1 (Equal Benefits Ordinance Certificate - approved)
	✓	Schedule O -Disclosure of Campaign Contributions
	✓	Schedule P - Nuclear Free Zone Ordinance 11474 CMS
5/30/19 Resub app'ca ✓		**Schedule Q - Evidence of current insurance with endorsement- Expiration)
	N/A	CGL with Endorsement, Auto, PL, WC and WOS) Conditional: HazMat, Sexual Assault
	✓	Schedule R (construction) Subcontractor, Supplier, Trucking List
	✓	Schedule U- Compliance Commitment Agreement
	✓	Schedule V - Affidavit Of Non-Disciplinary or Investigatory Action



SCHEDULE T CONTRACT SUMMARY TRANSMITTAL *

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

1. Agency: City Administrator Department: Economic and Workforce Development
2. Project Name: Cultural Strategist-in-Government Project Amount: 12,500
3. Budget / Funding: (** Multiple Funding Sources - Complete Additional Funding Section on Page 2)
 Fund #: 2419 Org #: 85511 Account #: 54930 Project #: 100458 Program #: CE02 Encumbrance Amount \$: 12,500
4. Project Manager / Responsible Employee Name: Roberto Bedoya
 Title: Cultural Affairs Manager Phone: 510-238-2136 email: rbedoya@oaklandca.gov
5. Supervisor / Direct Report or Alternate Employee Contact:
 Name: Alexa Jeffress Phone: 510-238-3653 email: ajeffress@oaklandca.gov
6. Consultant / Contractor Name: Sabereh Mohammadkashi dba Woven Multimedia
 Address: 1066 60th Street, Apt. 3, Oakland CA 94608 Phone: 510-200-2329 email: sabereh.kashi@gmail.com
7. Type of Contract (Mark X): Professional Service: Construction: Commodities: Technology:
8. Statement of Contract Goal / Purpose: Cultural Strategist
9. Actual or Estimated Notice To Proceed (NTP) Date: 05-01-2019 Estimated Completion Date: 06-30-2020
10. Resolution Number: _____ Resolution Date: _____
11. Location of the Contract Documents: Cultural Affairs Division, 1 Frank H Ogawa Plaza, 9th Floor, Oakland, CA 94612

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

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

Please attach separate sheets if required.

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

Deliverables	Date Due	Completion Date	Responsible Source (Prime, Sub, Supplier, Other)	Performance
1 CSIG Project Launch + Phase 1	9/2019			
2 CSIG Phase 2	1/2020			
3 CSIG Phase 3	6/2020			

City Representative: <u>Roberto Bedoya</u> <small>(Please Print)</small> City Representative Signature: <u></u>	Date: <u>2-27-20</u>
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City Clerk: _____ <small>(Please Print)</small> City Clerk Signature: _____	Date: _____
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* 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			3/5/20	MLC
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)	3/3/20	PP	05/01/20	pp
Contract: Send to City Clerk's Office	05/01/20	pp		

*** 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

City Administrator's Contract Authority Checklist

(Purchasing Ordinance, OMC Chapter 2.04) Revised 2016



City of Oakland

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.* _____ *C.M.S.*, as attached.

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

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: Shreya Shankar, Leslie Plato Smith, Donna Smithley, Teellim Khuro, Kelly Gregory. N

Identify the local certified firm selected? Sabereh Mohammad Karli
If "No" explain why? _____

Completed by [Signature], on this 26 day of Feb.

Signature: Contract Administrator/Project Manager

Amendment No. 1.2.18.2020 to the Agreement
Between the City of Oakland
And
Sabereh Mohammadkashi dba Woven Multimedia

This Amendment No. 1.2.18.2020 dated February 18, 2020 amends the original agreement dated May 1, 2019, by and between the CITY OF OAKLAND, a municipal corporation (hereinafter “City”), and Sabereh Mohammadkashi dba Woven Multimedia (hereinafter “Contractor”) to extend time for performance.

The original agreement is amended as follows:

1. Time for Performance

The time for performance of the contract work is extended from May 1, 2020 to June 30, 2020.

2. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days’ written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2020.

3. Scope of Services

Contractor agrees to provide or continue to provide services required in the original contract described in the original **Scope of Services, Schedule A**.

4. Compensation

Contractor’s compensation for performance of the scope of services required under the original agreement and this Amendment will not be amended or adjusted in any manner by this Amendment. As provided in the original agreement, Contractor’s compensation will be “capped” so as not to exceed \$12,500.00 over the entire period of the contract.

5. Living Wage Adjustments

Effective July 1, 2019, the minimum compensation for Contractor’s employees who perform services under or related to this amendment is the hourly wage rate \$14.35 with health benefits or \$16.47 without health benefits. Effective July 1st of each year, Contractor shall pay adjusted wage rates.

Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 6, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

6. **Minimum Wage – This agreement is subject to the new “Minimum Wage” law.**

Oakland employers are subject to Oakland’s Minimum Wage Law whereby Oakland employees must be paid the current Minimum Wage rate. 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 contract is also subject to Oakland’s Living Wage Ordinance (see Section 5, above), and must pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website:
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

7. **Prompt Payment Ordinance**

This amendment is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S., Passed January 15, 2008 and effective February 1, 2008), establishing a policy requiring payment within 20 business days after receipt of an invoice for purchase of goods and/or services.

8. **Arizona and Arizona-Based Businesses**

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Department of Contracting and Purchasing, Purchasing Division if its Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

9. **Dispute Disclosure**

Contractors are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure

upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

10. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall.

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud based technology or services, to construction of the a wall along any part of the United States – Mexico border.

All vendors seeking to do business with the City of Oakland must are complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S.

All other terms and conditions of the original agreement, except for those modified by this Amendment No. 1.2.18.2020, shall remain unchanged and in full force and effect.

City of Oakland
A municipal corporation

Contractor

PP Deborah Barnes 05/01/20
City Administrator's Office (Date)

[Signature] 2/18/2020
Signature (Date)

[Signature] 2.24.2020
Department Head (Date)

Sabereh Mohammadkashi
Print Name

Cultural Strategist in Government
Title

Approved for form and legality:

[Signature] 3/5/20
City Attorney's Office (Date)

Business License No. : 00163406

Sabereh Mohammadkashi dba Woven Multimedia

Schedule A:

SCOPE OF SERVICES

The Cultural Strategists-in-Government (CSIG) services are to include the following:

- *In response to the Oakland Cultural Plan "Belonging in Oakland: A Cultural Development Plan" the CSIG will work with the Cultural Affairs Manager and its Senior Staff and the designated staff liaison in the Mayor's Office of Housing Security on ways to infuse City policy making and practices with creative and culturally-competent thinking, and problem solving that will promote civic belonging and well-being.*
- *Research, direct, film, and edit a short documentary film about building ADU housing in Oakland. Preliminary research will be informed by conversations with the Department and include interviews conducted with community members in Oakland. Will work with the Department to produce a launch film screening and panel discussion with a focus on neighborhoods in Oakland.*
- *Work with Cultural Affairs Senior Staff, CSIG partners, the CSIG Evaluator on the evaluation and analysis of CSIG, which is grounded in system thinking and supports innovation.*
- *Work with CSIG Evaluator, CSIG partners, and the Mayor's Office of Housing Security Development, and Cultural Affairs Senior Staff on the establishment of a developmental feedback loop associated with the CSIG program as part of the evaluation.*
- *Work with Cultural Affairs Senior Staff and the CSIG partners on the articulation of a learning frame for the CSIG that build organizational capacity and networks.*
- *Work with Cultural Affairs Senior Staff on public communications activities that articulate the collective impact of the CSIG.*
- *Work with Cultural Affairs Senior Staff on the coordination and communication of the CSIG program in various government departments.*

To That End the Following Will Occur:

Schedule B:

SCOPE OF SERVICES

The Consultant's services are to include the following:

Schedule B:

Scope of Services (est. timeframe: May 2019 – May 2020)

	Hours	Expense
Project Summary, Identify Program Goals & Objectives (May-May)	6	300
Preparation & Research: Where timeline, communication plan, schedule of activities, and program design objectives will be developed and articulated with the Mayor's Office of Housing Security and Cultural Affairs Division staff	2	100
Initial meeting with Evaluator on the establishment of a developmental feedback loop associated with the CSIG program as part of the evaluation	4	200
CSIG Program Activity/Phase 1	65	3,250
Initial, program activity	61	3,050
Individual check-in (Evaluator & department liaison)	4	200
CSIG Program Activity/Phase 2	64	3,200
On-going program activity	61	3,050
Individual check-in (Evaluator & department liaison)	3	150
CSIG Program Activity/Phase 3	65	3,250
On-going program activity	61	3,050
Individual check-in (Evaluator & department liaison)	4	200
Materials and Supplies		2,500
TOTAL – Professional Fees: 200 hrs		10,000
GRAND TOTAL		12,500.00

CITY OF OAKLAND CONSULTING AND PROFESSIONAL SERVICES CONTRACTORS SCOPE OF WORK/OUTLINE OF SERVICES TO BE PERFORMED

The services to be performed by Consultant shall consist of services requested by the Project Manager or a designated representative, including (but not limited to) the following:

TASK	COMPLETION DATE
1. Project Launch + CSIG Phase 1	September 2019 *
2. CSIG Phase 2	January 2020 *
3. CSIG Phase 3	May 2020 *
4.	
5.	

* Payments may be made on receipt of deliverables.

Consultant:

Sabereh Mohammadkashi
(Please Print)

[Signature]
(Signature)

June 6, 2019
(Date)

City Representative:

Roberto Bedoya
(Please Print)

[Signature]
(Signature)

6-11-19
(Date)

Combined Contract Schedules



Business Name Sabereh Mohammadkashi dba Woven Multimedia Phone (510) 200 - 2329 Email: sabereh.kashi@gmail.com
 Address 1066 60th Street, Apt. #3 City Oakland State CA Zip 94608 Federal ID # _____
 City of Oakland Business License Number 00163406 Completed by: Sabereh Mohammadkashi Phone if different _____

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 Sabereh Mohammadkashi Corporation, State of Incorporation _____
- 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							1
% Of Total Ownership							100
Women							100
Joint Venture Ownership							

Part II - Certifications DBE, MBE, SLEB, L/SLEB 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	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													
Technical													
Clerical													
Trades													

Schedule K - (Pending Dispute Disclosure)

1. 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
2. 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

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 2019? If yes, please indicate which years.		<input checked="" 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 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).		
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.	X	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		X
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any 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.		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.		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.	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.		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)	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.		
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. <i>insurance - tax certificates</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.

No objection

FOR CITY USE ONLY

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

3/5/20

Date

ML

City Attorney/Assistant City Attorney/Deputy City Attorney

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

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)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to "Compensated Days Off" of the Living Wage Ordinance)	
(5) Number of trainees in your company?	
(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.	

Schedule N-1 - (Equal Benefits - Declaration of Nondiscrimination) *N/A*

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) 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** ~~Yes~~
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please circle one) Yes **No** ~~Yes~~

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					
Dental					
Vision					
Retirement (Pension, 401K, etc)					
Bereavement					
Family Leave					
Parental Leave					
Employee Assistance Program					
Relocation & Travel					
Company Discount, Facilities & Events					
Credit Union					
Child Care					
Other					

(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)

- I have read the City of Oakland’s Local/Small 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 1/2 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: SN

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: SN

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: SN

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.

Name of Individual: Sabeesh Mohammed Kashi Title: Caltrans SFA Regist

Signature: [Signature] Date: June 6, 2019

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>

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

Contracting Dept. or Agency Economic Workforce Development
 Dept. or Agency Liaison Cultural Affairs Division (Ext. 2136)
 Name of Contractor Sabereh Mohammadkashi dba Woven Multimedia
 Contractor EIN or SSN 611-67-2868

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. Work with senior staff in the Cultural Affairs Division, staff liaison in the Mayor's Office of Housing Security, and the Program Evaluator to research, develop, and produce a brief documentary film that explores three real Oaklanders' stories who are in different stages of planning, building, and filling ADU housing.
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? The Contractor will personally perform all services.
3. Do you intend to give the Contractor instructions on how to do the work under the contract? I'll provide guidance to the Contractor, Department partners, and Program Evaluator, as needed.
4. Briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. The Program Evaluator and Department partners will be the primary supervisors and will set the goals and oversee the Contractor's design process to fulfill the established goals. I will be available to provide input and guidance, as needed.
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 a finite project and the contract will end when the assignment is complete.
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). The Contractor will meet occasionally at City facilities/sites with the Program Evaluator & the Department partners to discuss status updates and strategy on the project. The Contractor will execute the different phases of the assignment in her own office.
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. She has a specialized expertise in documentary filmmaking (interviewing, filming, and editing.)
8. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) N/A
9. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. No. The Contractor will paid based off of deliverables received.

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 The Contractor will be paid by total project basis for completed deliverables and for materials & supplies needed to execute the project.

11. Over how long a period of time will services under this contract be performed? An eleven-month period concluding in May 2020.

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 No. The Contractor only has 200 hours that will be spread out over a eleven-month period since the project includes time for preparation + research and three additional project and execution phases.

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. The Contractor will set her own schedule (days and hours), but estimate that the Contractor will spend less than six hours per week.

14. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? No.

15. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? No, the Contractor has a flat budget of \$2,500 for materials & supplies; standard for all Strategists.


16. Is the City expecting the Contractor to put in a minimum number of hours per week on the project? No. The Contractor will spend less than six hours per week on the project.

17. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. Yes, the Contractor will meet with the project Evaluator and the Department partner at least four times to provide updates on the status of the project.

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: Yes, she has a specialized expertise in documentary filmmaking, (interviewing, filming, and editing.)

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

6-11-19
Date


Department or Agency Liaison



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: Roberto Bedoya, Phone: (510) 200-2186, Project/Spec No. Department: EWD, Contract/Proposal Name: Cultural Strategist-in-Government

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

Contractor Name: Sabereh Mohammadkashi dba Woven Multimedia, Phone: (510) 200-2329. Street Address: 1066 60th Street, Apt. #3, City: Oakland, State: CA, Zip: 94608

Type of Submission (check one): [] Bid, [] Proposal, [X] 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.

[Signature] Signature

06/06/2019 Date

Sabereh Mohammadkashi dba Woven Multimedia Print Name of Signer

Cultural Strategist-in-Government 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, Sabereh Mohammad Kashi, the undersigned, a
(Name)
Filmmaker / cultural strategist for Government of Woven Multimedia
(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.MS. Based on my understanding the above is true and correct to the best of my knowledge.

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

Sabereh Mohammad Kashi [Signature] 05/08/19
(Printed Name and Signature of Business Owner) (Date)

Woven Multimedia 1066 60th St, Apt 3, Oakland, CA 94608
(Name of Business Entity) (Street Address City, State and Zip Code)

(Name of Parent Company)

Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

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

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor'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, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

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

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

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

- iii. **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$1,000,000 each employee bodily injury by disease. The Contractor 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 Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession with limits not less than \$ _____ each claim and \$ _____ aggregate. If the professional liability/errors and omissions insurance is written on a claims-made form:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, *appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and*

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form 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. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement,

and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

Should the Contractor 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 Contractor 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 Contractor 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 project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

City of Oakland
Department of Human Resources Management
Risk & Benefits 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: DHRM-Risk & Benefits Division, 150 Frank Ogawa Plaza, Suite 2352, Oakland, CA 94612. Fax (510) 238-4749.

- 1 Name of Consultant: SABEREH MOHAMMADKASHI DBA WOVEN MULTIMEDIA
- 2 Project Name & Number: Cultural Strategist in Government
- 3 Start & End Date of Contract: 5/1/19 to 5/1/20
- 4 Project Description: cultural strategist

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

Commercial General Liability:

- Waive Justification: low risk project
- Reduce to: \$ 1 million

Workers' Compensation:

- Waive Justification: no employees

Automobile Liability:

- Waive Justification: will not be using automobiles for project
- 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 Paula Peav for Roberto Bedoya EWD 5/30/19
Project Manager Title/Department Date of Request
x3190
Phone Fax E-Mail

TO BE COMPLETED BY THE RISK/INSURANCE MANAGER:

9 Identify Risk to the City: _____

Request Granted Request Denied

[Signature] 5/30/19

Date

SABEREH MOHAMMADKASHI
dba Woven Multimedia

May 8, 2019

Sabereh Mohammadkashi
dba Woven Multimedia
1066 60th Street, Apt. #3
Oakland, CA 94608

Cultural Affairs Division
Cultural Strategist-in-Government
1 Frank Ogawa Plaza, 9th Floor
Oakland, CA 94612

I am requesting a waiver and/or reduction of the following insurance(s):

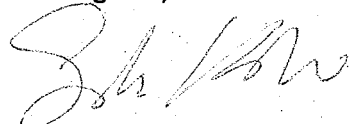
Reduction of Commercial General Liability Insurance from \$2M to \$1M – Low Risk project with mostly administrative duties.

Workers Compensation – I have no employees.

Automobile Insurance – no vehicles will be used in this project

Thank you for your consideration.

Kind regards,



Sabereh Mohammadkashi
dba Women Multimedia



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2019

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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Sabereh MohammadKashi DBA Woven Multmedia 1066 60th St Apt 3 Oakland CA 94608	INSURER A: Hiscox Insurance Company Inc NAIC # 10200	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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			UDC-4163036-CGL-19	06/17/2019	06/17/2020	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									PERSONAL & ADV INJURY \$ 0
	OTHER:						GENERAL AGGREGATE \$ 2,000,000			
	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP AGG \$ S/T Gen. Agg.			
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$			
	DED	RETENTION \$					EACH OCCURRENCE \$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE			
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER			
							E.L. EACH ACCIDENT \$			
							E.L. DISEASE - EA EMPLOYEE \$			
							E.L. DISEASE - POLICY LIMIT \$			

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

The City of Oakland, Its Councilmembers, Directors, Officers, Staff, Agents, Employees and Volunteers

CERTIFICATE HOLDER**CANCELLATION**

City of Oakland Cultural Affairs Division One Frank H. Ogawa Plaza 9th Floor 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 
--	---



Hiscox Insurance Company Inc.

Policy Number: UDC-4163036-CGL-19
Named Insured: Sabereh MohammadKashi DBA Woven Multitmedia
Endorsement Number: 19
Endorsement Effective: May 17, 2019

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

Table with 1 column: Name Of Additional Insured Person(s) Or Organization(s). Content: City of Oakland and its coucil, members, directors, officers, agents, employees and volunteers. Cultural Affairs Divison, One Frank H Ogawa Plaza 9th FL, Oakland, CA 94612.

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:

- A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Sabereh Mohammadkashi</i></p> <p>2 Business name/disregarded entity name, if different from above <i>Woven Multimedia</i></p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <i>1066 60th St., Apt 3</i></p> <p>6 City, state, and ZIP code <i>Oakland, CA 94608</i></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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or										
Employer identification number										
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Sabereh Mohammadkashi</i>	Date ▶ <i>05/08/19</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND BUSINESS TAX CERTIFICATE

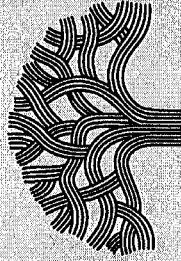
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

ACCOUNT NUMBER
00163406

DBA WOVEN MULTIMEDIA

BUSINESS LOCATION 1066 60TH ST APT 3
OAKLAND, CA 94608

BUSINESS TYPE F Business/ Services/ Professions



EXPIRATION DATE
12/31/2020



WOVEN MULTIMEDIA
SABEREH MOHAMMADKASHI
1066 60TH ST APT#3
OAKLAND, CA 94608-2386

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED

**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND
SABEREH MOHAMMADKASHI
dba WOVEN MULTIMEDIA**

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

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of May 1, 2019 between the City of Oakland, a municipal corporation, ("City"), One Frank H. Ogawa Plaza, Oakland, California 94612, and Sabereh Mohammadkashi dba Woven Multimedia ("Contractor").

2. Scope of Services

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

3. Time of Performance

Contractor's services shall begin on May 1, 2019 and shall be completed May 1, 2020.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed \$12,500, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor's actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

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

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees,

penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

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

e. Tools, Materials and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

6. Proprietary or Confidential Information of the City

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

7. Ownership of Results

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

8. Copyright

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

9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

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

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

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

11. Assignment

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

12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

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

13. Title of Property

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

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

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

14. Insurance

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

15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
 - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
 - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
 - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
 - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
 - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
 - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall

Contractor agree to the settlement of any claim described herein without the prior written consent of City.

- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an

undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

18. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

19. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-Mexico border wall;

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, *cyber network or cloud computing, internet, or cloud-based computer technology* or services with any "**BORDER WALL ENTITY**" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud based technology or services, to construction of the a wall along any part of the United States – Mexico border.

All vendors seeking to do business with the City of Oakland must complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S.

20. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

21. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **May 1, 2020**.

22. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$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. Contractor agrees to promptly disclose to City in writing any information

it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

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

c. Remedies and Sanctions

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

23. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender,

sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

24. Local and Small Local Business Enterprise Program (L/SLBE)

- a. **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/subconsultant 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.
- b. **Good Faith Effort** - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. **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.

- d. 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.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f. 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
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

- l. 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.
- m. 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.

25. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor 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:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$13.75 with health benefits or \$15.78 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 rate.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$2.03 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be

eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- e. Contractor 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.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the 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.
- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

26. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current Minimum Wage rate. 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.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

27. 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 the 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 the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the 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 the city or (2) of real property owned by others for the 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 the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the 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.

28. City of Oakland Campaign Contribution Limits

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

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

29. Nuclear Free Zone Disclosure

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

30. Political Prohibition

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

31. Religious Prohibition

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

32. Business Tax Certificate

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

33. Abandonment of Project

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

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

34. Validity of Contracts

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

35. Governing Law

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

36. Notice

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

(City of Oakland)
Cultural Affairs Division
One Frank H. Ogawa Plaza, 9th Floor
Oakland, CA
Attn: Roberto Bedoya

Sabereh Mohammadkashi dba Woven Multimedia
1066 60th Street, Apt. #3
Oakland, CA 94608
Attn: Roberto Bedoya

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

37. Entire Agreement of the Parties

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

38. Modification

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

39. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

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

40. Time of the Essence

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

41. Commencement, Completion and Close out

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

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

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

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

42. Approval

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

43. Inconsistency

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

City:
CITY OF OAKLAND,
a California municipal corporation

Deborah Hanna 6/19/19
City Administrator's Office (Date)

[Signature] 6/19/19
Department Head (Date)

Approved for form and legality:
Ravi S Patel 6.17.19
City Attorney's Office (Date)

Ravi S Patel

Contractor:
SABEREH MOHAMMADKASHI
dba Woven Multimedia

Sabereh Kashi June 6, 2019
Signature (Date)

Sabereh Mohammadkashi
Print Name

Cultural Strategist
Title

Business License No. : 00163406

Date of Expiration.: 12/31/2019

END OF PROFESSIONAL SERVICES AGREEMENT