

COLLABORATIVE STAKEHOLDER COMMITTEE

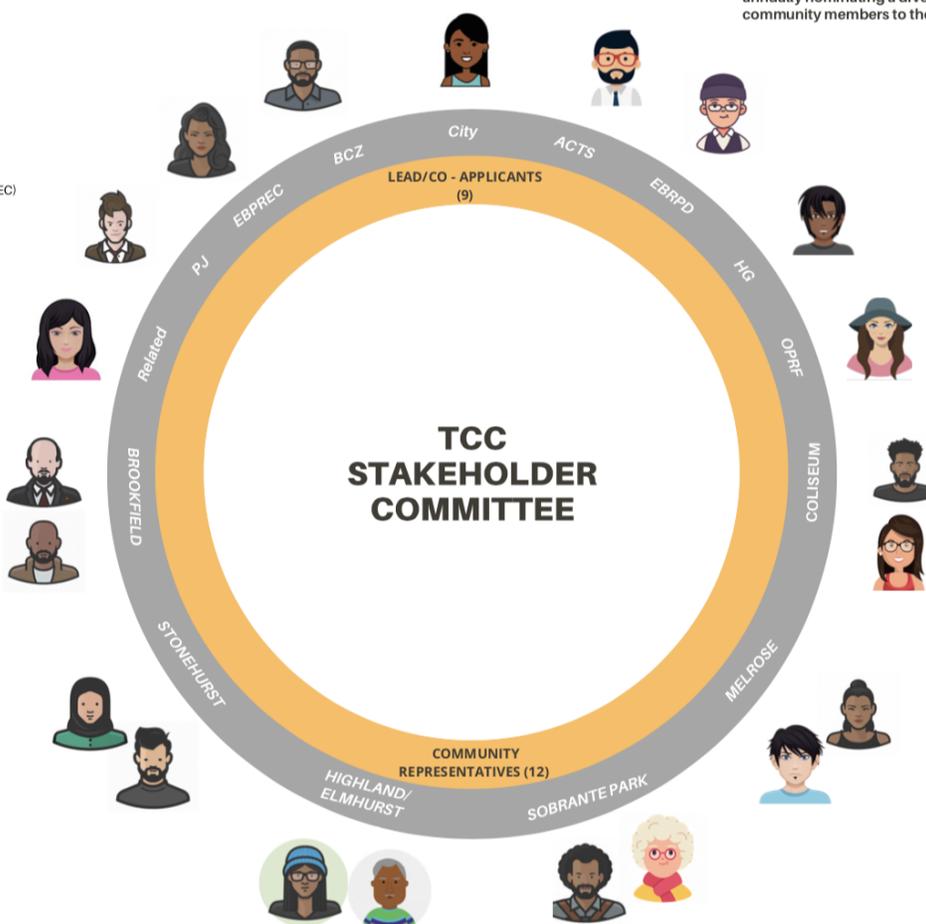
The Better Neighborhoods, Same Neighbors grant will form a Collaborative Stakeholder Committee to serve as an advisory group for the implementation of the four-year project. Each project partner (the City of Oakland, ACTS Community Development Corporation, Black Cultural Zone, East Bay Permanent Real Estate Cooperative, Higher Ground Neighborhood Development Corporation, Oakland Parks and Recreation Foundation, Planting Justice and Related California) committed to working with the Collaborative Stakeholder Committee by signing the TCC Partnership Agreement. The details below are excerpts from the Partnership Agreement and the TCC application and provide more explanation about how the Collaborative Stakeholder Committee will operate.

COLLABORATIVE STAKEHOLDER STRUCTURE

- Lead Applicant**
City of Oakland (City)

- Co-Applicants**
 Related California (Related)
 Planting Justice (PJ)
 East Bay Permanent Real Estate Cooperative (EBPREC)
 Black Cultural Zone Community Development Corporation (BCZ)
 Acts Community Development Corporation (ACTS)
 East Bay Regional Parks District (EBRPD)
 Higher Ground Neighborhood Development Corporation (HG)
 Oakland Parks and Recreation Foundation (OPRF)

- Community Representatives**
 Brookfield Village/Columbia Gardens (Brookfield)
 Stonehurst
 Highland/Elmhurst
 Sobrante Park
 Melrose
 Coliseum/Lockwood/Rudsdale/Havenscourt (Coliseum)



The Black Cultural Zone is responsible for annually nominating a diverse pool of community members to the committee.

Better Neighborhoods, Same Neighbors:
An East Oakland Neighborhood Initiative

DEFINITIONS AND GOALS

- 1.9 Collaborative Stakeholder Committee. "Collaborative Stakeholder Committee" shall mean an informal advisory group to the Better Neighborhoods, Same Neighbors Initiative, which is advisory only and does not have binding decision-making authority. The Collaborative Stakeholder Committee is a creation of this Agreement only and shall not be deemed a City-sponsored Board or Committee.

- 3.2 Goals. Each Party affirms that the Better Neighborhoods, Same Neighbors Initiative is intended to create the necessary conditions for public and private investment in the Project

Area to support the growth of community amenities and assets, such as increased public safety, quality educational facilities, improved infrastructure, increased mobility, reduced hazardous waste and carbon emissions, more affordable and stable housing, new local jobs, opportunities for business incubation, and other resources that are critical to the growth of a healthy and vibrant community.

PROJECT PARTNERS AND GOVERNMENTAL PARTNER -- ROLES AND RESPONSIBILITIES.

- 6.1 Project Partner and the Governmental Partner. Each Project Partner and the Governmental Partner shall have been a Co-Applicant to the TCC Grant Application and shall carry out all responsibilities associated with its respective TCC Funded Project(s) as directed by the City and in accordance with the Performance Terms.
- 6.2 Representation on Collaborative Stakeholder Committee. Each Project Partner and the Governmental Partner shall hold one seat on the Collaborative Stakeholder Committee and actively participate in meetings. Participation in the Collaborative Stakeholder Committee requires attendance at regular meetings, coordination with organizations doing similar projects, joint problem-solving and resource-sharing, coordination of community engagement and outreach activities, joint development and input on data tools and metrics, the timely submission of data for reports to the Collaborative Committee, and preparation of materials for public dissemination.

OUTREACH PARTNER - ROLES AND RESPONSIBILITIES.

- 7.1 Project Partner. Outreach Partner shall have been a Co-Applicant to the TCC Grant Application and shall be responsible for the development of community outreach tools and the facilitation of local participation. Outreach Partner shall also be subject to the terms and conditions set forth in this Agreement, including section 6 above .
- 7.2 Management of the Collaborative Stakeholder Committee. In addition to holding a seat on the Collaborative Stakeholder Committee, Outreach Partner shall lead efforts to manage the operations of the Collaborative Stakeholder Committee in support of the Community Engagement Plan.
- 7.3 Community Engagement. Outreach Partner shall coordinate and support resident involvement in major decisions, develop and manage a coalition of stakeholders in support of the Better Neighborhoods, Same Neighbors Initiative, and work with relevant stakeholders to increase the involvement of neighborhood residents, businesses, nonprofits, and grassroots and faith-based organizations. This includes nominating Project Area neighborhood residents, businesses, nonprofits, and grassroots and faith-based organizations to the Collaborative Stakeholder Committee.
- 7.4 Reporting. Outreach Partner shall track all outreach efforts and provide regular updates to the Collaborative Stakeholder Committee.

COLLABORATIVE STAKEHOLDER COMMITTEE STRUCTURE.

- 8.1 General. Parties shall actively promote community engagement and shall work in conjunction through the Collaborative Stakeholder Committee. The Collaborative Stakeholder Committee shall be entitled to make recommendations about, provide input into, and assist the Parties in the implementation of activities under the TCC Grant, but the Collaborative Stakeholder Committee does not have any final decision-making authority. or the avoidance of doubt, any final decision-making authority with respect to any TCC Funded Project shall reside with its applicable Project Partner or Governmental Partner. The Collaborative Stakeholder Committee shall have the organization and powers specified below and shall use the framework to make decisions related to the Project and to recommend any necessary changes to the Better Neighborhoods, Same Neighbors Initiative during implementation.
- 8.2 Membership. The Collaborative Stakeholder Committee shall consist of at least fifteen (15) seats and up to twenty-one (21) seats. Each of the nine (9) Parties to this Agreement shall designate one individual to represent that Party on the Collaborative Stakeholder Committee. Additionally, up to twelve (12) seats shall be "Community Seats," filled by individuals that are residents or operate a business, nonprofit, or grassroots and faith-based organization with an address in the Project Area. Every effort shall be made for the community members to equally reflect the six neighborhoods in the Project Area: Brookfield Village/Columbia Gardens; Highland/Elmhurst; Coliseum/Rudsdale/Lockwood/Havenscourt; Sobrante Park; Stonehurst; and Melrose, and maintain a diverse representation of age, race/ethnicity, gender, sexual orientation and socio-economic status/class. It is a volunteer membership but will require committed participation.
- 8.3 Nominating Community Seats. The City and Outreach Partners will develop a nomination process that will be open to the public, whereby all TCC Partners and members of the public can nominate community seats. The Collaborative Stakeholder Committee members will vote on the nominated community seats at an annual meeting. Appointment of a nominated community member to a Collaborative Stakeholder Committee seat is accomplished by a simple majority vote of the Stakeholder Committee. All representatives on the Collaborative Stakeholder Committee will hereafter be referred to as "Members."
- 8.4 Adding or Removing Members. Any organization or individual that is a Party to this Agreement will be a member on the Collaborative Stakeholder Committee, so removal or addition of a party to this Agreement will likewise remove or add a member to the Collaborative Stakeholder Committee. If all seats are filled, a new seat can be created by two-thirds vote of the existing Collaborative Stakeholder Committee. Invitations to prospective members to be on the Collaborative Stakeholder Committee will be made by the Outreach Partner. Any member of the Stakeholder Committee can be removed with a vote of two-thirds of all Collaborative Stakeholder Committee members agreeing to the removal. A member who misses an excessive amount of meetings, as determined by the Collaborative Stakeholder Committee, without reasonable cause shall automatically be asked to resign and can be removed by a vote of the simple majority (50%+1).
- 8.5 Meetings. The information presented at the monthly meetings will include both a project status report from the City and each Partner and up-to-date financials that will include grant expenditures to date.
- a. Location. Meetings shall be held within the Project Area, at a time and location previously determined by the Collaborative Stakeholder Committee. If an in-person meeting is not feasible, virtual attendance shall be permitted.
 - a. Open and Public. Meetings shall be open and public and shall be facilitated in a manner that promotes equity, respect, and community empowerment. To maximize public participation, the Collaborative Stakeholder Committee shall not discuss any item not appearing on the duly noticed and published agenda, as set forth in subsection (c). Each meeting agenda shall include an item at the beginning of the agenda for public comment for items not on the agenda so that the public has an opportunity to address the Collaborative Stakeholder Committee regarding all

matters within the Collaborative Stakeholder Committee's purview. Additionally, the public shall have the opportunity to speak on any item on the agenda prior to the Collaborative Stakeholder Committee's discussion of or decision on that item.

- b. Notice: Outreach Partner shall ensure that meeting agendas and materials are published and made accessible to the public at least seventy-two (72) hours before a meeting, and meeting minutes will be posted two weeks after the meeting. All materials, agendas, minutes, and other publicly available materials discussed at the meetings will be posted on the to-be-developed Initiative website, to be managed by the Outreach Partner. Agendas shall contain item descriptions that set forth the matter to be discussed with reasonable particularity so that the public is able to understand the subject to be discussed and the action to be taken. Parties shall make reasonable efforts to provide the agendas and presentation materials in Spanish and English, and any other applicable languages as recommended by the Collaborative Stakeholder Committee. In order to facilitate greater public participation, the Collaborative Stakeholder Committee shall also make efforts to forward the agenda and materials throughout the Project Area, and/or post physical copies of the agenda in highly trafficked areas. Notwithstanding the foregoing, the Parties recognize that in some circumstances decisions and changes related to Initiative implementation may require more expedient action. In the case of an emergency decision, discussion and notification may be made via e-mail to the Collaborative Stakeholder Committee members and a recommendation formed with the necessary affirmative votes via email. Such decisions shall be reported and revisited at the next regular Collaborative Stakeholder Committee meeting.
- c. Subcontractor Participation. Subcontractors are strongly encouraged to participate in the Stakeholder Committee meetings. Subcontractors play a critical role in assisting the Project Partners in reaching their goals and should be part of the cross-pollination process.

8.6 Committee Procedures. At its first meeting, the Collaborative Stakeholder Committee shall discuss governance procedures and set key priorities for managing future meetings. At the conclusion of the first meeting, the Collaborative Stakeholder Committee, by affirmative vote of the majority of Members present at the meeting, shall appoint five (5) Members to draft procedures for the collaborative stakeholder structure and set the priorities of the Collaborative Stakeholder Committee. The committee procedures and priorities shall conform to the general terms and intent of this Agreement and shall become effective upon adoption by the Collaborative Stakeholder Committee.

- a. Officers. At its first meeting, the Collaborative Stakeholder Committee, by affirmative vote of a majority of Members present at the meeting, shall appoint members to serve as Chair, Vice Chair, and Secretary of the Collaborative Stakeholder Committee that will be responsible for convening and presiding over meetings and distributing minutes of the meetings. Officers will serve a two-year term.
- b. Decision-Making and Dispute Resolution. All substantive changes or material issues related to implementing the Better Neighborhoods, Same Neighbors Initiative shall be presented to the Collaborative Stakeholder Committee at a regularly scheduled meeting. If the Collaborative Stakeholder Committee is unable to reach final decision on a matter, the Collaborative Stakeholder Committee Officers should pursue conflict resolution and address the division before moving forward. Addressing the division may include further community outreach, modification of the proposal, further reporting to the Collaborative Stakeholder Committee, and/or appointing an ad-hoc subcommittee of three to five Stakeholder Committee members, who shall be appointed by the Chair or Vice Chair, to hear the dispute, gather the facts and then present the recommendation for resolution to the full Committee for a simple majority vote on resolution. Any interested parties will recuse themselves from the resolution of the dispute.

PARTNERS

City

City of Oakland

City Administrator's Office, Resilience

1 Frank H. Ogawa Plaza

Oakland, CA 94612

Attn: Alexandria McBride Partners:

95th & International Housing Partners, L.P. c/o The Related Companies of California, LLC 18201

Von Karman Avenue, Suite 900

Irvine, CA 92612 Attn: Frank Cardone

ACTS Community Development

1034 66th Avenue

Oakland, CA, 94621 Attn: Corey Vason, Chief Operating Officer

Black Cultural Zone

8495 Pardee Road #6006

Oakland California 94621 Attn: Carolyn Johnson, Chief Executive Officer

East Bay Permanent Real Estate Cooperative

1428 Franklin St. Oakland, CA 94612 Attn: Noni D. Session, Executive Director

East Bay Regional Parks District (Governmental Partner)

2950 Peralta Oaks Drive Oakland, CA 94605 Attn: Robert E. Doyle, General Manager

Higher Ground

1161 64th St.

Oakland, CA 94608 Attn: Amber Blackwell, Executive Director

Oakland Parks and Recreation Foundation

Lakeside Park Garden Center

666 Bellevue Ave, Oakland, CA 94610 Attn: Ken Lupoff, Executive Director

Planting Justice

319 105th Avenue

Oakland CA 94603 Attn: Gavin Raders, Co-Founder