

§[PAR]  
CITY OF OAKLAND, CALIFORNIA  
2026-27 TAX AND REVENUE ANTICIPATION NOTES

NOTE PURCHASE AGREEMENT

[Pricing Date]

City of Oakland  
150 Frank H. Ogawa Plaza, Suite 5330  
Oakland, CA 94612  
Attention: Finance Director/Treasurer

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc. (the “Underwriter”), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Note Purchase Agreement (which, together with Exhibit A, is referred to as this “Purchase Agreement”) with the City of Oakland, California (the “City”), which, upon the acceptance by the City, will be binding upon the parties hereto. By execution of this Purchase Agreement, the City and the Underwriter acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding thereupon, acknowledge and agree to such terms. This offer is made subject to acceptance by the City by the execution of this Purchase Agreement and delivery of the same to the Underwriter prior to 11:59 P.M., Pacific time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City by the Underwriter at any time prior to the acceptance hereof by the City. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Preliminary Official Statement (defined herein).

The City acknowledges and agrees that: (i) the primary role of the Underwriter, as underwriter, is to purchase securities for resale to investors and the purchase and sale of the herein referenced Notes of the City pursuant to this Purchase Agreement is an arm’s-length commercial transaction between the City, on one hand, and the Underwriter, on the other; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and are not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iv) the Underwriter has financial and other interests that differ from those of the City; (v) the only obligations the Underwriter has to the City with respect to the offering of the Notes are set forth expressly in this Purchase Agreement and (vi) the City has consulted its own legal, accounting, tax, financial, municipal, and other advisors, as applicable, to the extent it has deemed appropriate in connection with the offering of the Notes, and (vii) the Underwriter has provided to the City prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board (the “MSRB”), which have been received by the City.

**Section 1. Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to issue, sell and deliver to the Underwriter all (but not less than all) of the City of Oakland 2026-27 Tax and Revenue Anticipation Notes (the “Notes”). The Notes will be dated

as of their date of delivery and will mature on [Maturity Date] (the “Maturity Date”). Principal of and interest on the Notes shall be payable on the Maturity Date, and the Notes will bear interest at the rate as set forth in Exhibit A attached hereto, calculated on the basis of a 360-day year of twelve 30-day months.

The purchase price for the Notes shall be \$[Purchase Price] (which represents the aggregate principal amount of the Notes in the amount of \$[Par], plus a/an [net] original issue [premium/discount] in the amount of \$[OIP/OID], less an Underwriter’s discount of \$[UW Discount]).

The Underwriter agrees that, in connection with the public offering and initial delivery of the Notes to the purchasers thereof from the Underwriter, the Underwriter will deliver or cause to be delivered to each purchaser a copy of the final Official Statement prepared in connection with the Notes, for the time period required under Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”). Terms defined in the Official Statement are used herein as so defined.

**Section 2. The Notes.** The Notes are issued under the provisions of the Constitution of the State of California (the “State”), the Charter of the City (the “Charter”), Section 53850 *et seq.* of the Government Code of the State, Ordinance No. [Ordinance #] C.M.S. adopted by the City Council on [June 2, 2026] (the “Ordinance”) and Resolution No. [Resolution #] C.M.S. adopted by the City Council on [June 16, 2026] (the “Resolution”). Proceeds of the Notes will be used to satisfy obligations payable from the General Fund of the City during Fiscal Year 2026-27 and pay costs of issuance, and otherwise used as permitted by applicable law.

**Section 3. Public Offering.** The Underwriter agrees to make an initial public offering of all the Notes at the public offering price (or yield) set forth on Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering price (or yield) as it deems necessary in connection with the marketing of the Notes without any requirement of prior notice, provided that the Underwriter shall not change the interest rate set forth on Exhibit A attached hereto. The Notes may be offered and sold to certain institutions (including dealers depositing the Notes into investment trusts) at a price lower than such initial public offering price.

**Section 4. Establishment of Issue Price of Notes.**

(a) The Underwriter agrees to assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Jones Hall LLP, as Special Counsel (“Special Counsel”), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Notes. All actions to be taken by the City under this section to establish the issue price of the Notes may be taken on behalf of the City by the City’s municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City’s municipal advisor.

(b) Except as otherwise set forth in Exhibit A, the City will treat the first price at which 10% of the Notes (the “10% test”) is sold to the public as the issue price of the Notes. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price at which the Underwriter has sold the Notes to the public.

(c) The Underwriter confirms that the Underwriter has offered the Notes to the public on or before the date of this Purchase Agreement at the offering price (the “initial offering price”), or at the corresponding yield, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, whether the 10% test has been satisfied and

whether, as agreed to by the City and the Underwriter, the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of the Notes as of the sale date as the issue price of the Notes (the “hold-the-offering-price rule”).

So long as the hold-the-offering-price rule remains applicable to the Notes, the Underwriter will neither offer nor sell unsold Notes to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the close of the 5th business day after the sale date; or (ii) the date on which the Underwriter has sold at least 10% of the Notes to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will promptly advise the City after the close of the 5th business day after the sale date whether the Underwriter has sold 10% of the Notes to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and each third-party distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Notes allocated to it, whether or not the Closing date has occurred, until either all Notes allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Notes, provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires,

(B) to promptly notify the Underwriter of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Underwriter shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Notes allocated to it, whether or not the Closing date has occurred, until either all Notes allocated to it have been sold or it is notified by the Underwriter or such dealer that the 10% test has been satisfied as to the Notes, provided that, the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or such dealer, and (B) comply with the hold-the-offering-price

rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall be liable for the failure of any any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes.

(f) The Underwriter acknowledges that sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public),

(iii) a purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

**Section 5. The Official Statement.** By its acceptance of this Purchase Agreement, the City ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement relating to the Notes, dated [POS Date] (including the cover page, all

appendices and all information incorporated therein as disseminated in electronic form, the “Preliminary Official Statement”) that an authorized officer of the City deemed “final” as of its date, for purposes of Rule 15c2-12 except for certain omissions permitted to be omitted therefrom by Rule 15c2-12. The City hereby agrees to deliver or cause to be delivered to the Underwriter, within seven (7) business days of the date hereof, the final official statement, dated the date hereof, relating to the Notes (including all information previously permitted to have been omitted by Rule 15c2-12, the cover page, all appendices, all information incorporated therein (the “Official Statement”)) in the designated electronic format to comply with Securities and Exchange Commission Rule 15c2-12(b)(4) and the rules of the MSRB.

The Underwriter agrees to (i) provide the City with final pricing information on the Notes on a timely basis and (ii) promptly file a copy of the Official Statement, including any amendments or supplements prepared by the City with the MSRB on its Electronic Municipal Markets Access (“EMMA”) system at <http://emma.msrb.org>. The City hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Notes. The City will cooperate with the Underwriter in the filing by the Underwriter of the Official Statement with EMMA.

**Section 6. Closing.** At 8:30 a.m., California time, on [Closing Date], or at such other time or date as the City and the Underwriter agrees on, the City shall deliver or cause to be delivered to The Depository Trust Company, New York, New York (“DTC”), on behalf of the Underwriter, the Notes in definitive form, duly executed and authenticated. Concurrently with the delivery of the Notes, the City shall deliver the documents hereinafter mentioned at the offices of Jones Hall LLP, San Mateo, California, or another place to be mutually agreed upon by the City and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Notes as set forth in Section 1 hereof by wire transfer in immediately available funds. This payment for and delivery of the Notes, together with the delivery of the aforementioned documents referenced herein, is called the “Closing.”

The Notes shall be registered in the name of Cede & Co., as nominee of DTC in denominations of five thousand dollars (\$5,000) or any integral multiple thereof, and shall be made available to the Underwriter at least one (1) business day before the Closing for purposes of inspection and packaging. The City acknowledges that the services of DTC will be used initially by the Underwriter to permit the issuance of the Notes in book-entry form, and agree to cooperate fully with the Underwriter in employing such services.

**Section 7. Representations, Warranties and Covenants of the City.** The City represents, warrants and covenants to the Underwriter that:

(a) The City is a charter city duly organized and validly existing under the laws of the State, and has all requisite right, power and authority to conduct its business, to adopt the Ordinance, to adopt the Resolution, to issue the Notes and to execute this Purchase Agreement and the Continuing Disclosure Certificate (collectively, the “Legal Documents”), and to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by the Legal Documents.

(b) By official action of the City prior to or concurrently with the acceptance hereof, the City has duly approved the distribution of the Preliminary Official Statement and the distribution of the Official Statement (including in electronic form), and has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained, in the Legal Documents. When executed and delivered, each Legal Document will constitute the legal, valid and binding obligation of the City enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors rights generally,

equitable principles, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies imposed in actions against public entities in the State.

(c) Prior to the date hereof, the City has provided to the Underwriter for its review the Preliminary Official Statement that an authorized officer of the City has deemed final with respect to information for purposes of Rule 15c2-12. The Preliminary Official Statement, as of the date thereof did not, and as of the date hereof does not, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein (other than information the omission of which is permitted pursuant to Rule 15c2-12 the information relating to DTC and its book-entry system, CUSIP number, price and yield and information provided by the Underwriter for inclusion therein, as to which no view is expressed), in light of the circumstances under which they were made, not misleading. The final Official Statement, of its date does not, and as of date of the Closing will not, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (other than, with respect to information relating to DTC and its book-entry system, CUSIP numbers, prices and yields and information provided by the Underwriter for inclusion therein, as to which no view is expressed).

(d) The execution and delivery by the City of the Legal Documents and the approval and execution by the City of the Official Statement and compliance with the provisions on the City's part contained in the Legal Documents, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which conflict, breach or default has or would reasonably be expected to have a material adverse effect on the ability of the City to carry out its obligations under the Legal Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any material lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the City, except as provided by the Legal Documents.

(e) The City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental authority prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Notes.

(f) Except as disclosed in the Preliminary Official Statement or the Official Statement, the City is not in breach of or default under any Charter provision, applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, in each case which breach or default has or would reasonably be expected to have a material adverse effect on the ability of the City to perform its obligations under the Legal Documents.

(g) The City's Annual Comprehensive Financial Report as of June 30, 2025, for the fiscal year ended on such date, as described or set forth, as appropriate, in the Preliminary Official Statement and the Official Statement, is true, complete and correct and fairly presents the financial condition of the City as of such date and the results of its operations for such fiscal year. Except as disclosed in the Preliminary Official Statement and the Official Statement, there has been no materially adverse change in the financial condition of the City or in its operations since June 30, 2025, and, except as disclosed in the

Preliminary Official Statement and the Official Statement, there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(h) Except as disclosed in the Preliminary Official Statement and the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the knowledge of the officers of the City, threatened (i) in any way questioning the corporate existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Notes, the application of the proceeds of the sale of the Notes, or the collection of Pledged Moneys (as defined in the Resolution) of the City pledged or to be pledged or available to pay the principal of and interest on the Notes, or the pledge thereof, or in any way contesting or affecting the validity of the Notes or the Legal Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Notes from gross income for federal income tax purposes or contesting the power of the City to enter into the Legal Documents; (iii) which would reasonably be expected to result in any material adverse change to the financial condition of the City; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The City will undertake, pursuant to the Continuing Disclosure Certificate, to provide notices of certain events. A form of this undertaking is set forth in Appendix [C] to the Preliminary Official Statement and the Official Statement. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City has not failed to comply in all material respects with any previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of enumerated events with respect to the last five years.

(j) Any certificate signed by any officer of the City authorized to execute such certificate in connection with the issuance, sale and delivery of the Notes and delivered to the Underwriter shall be deemed a representation and warranty of the City to the Underwriter as to the statements made therein but not of the person signing such certificate.

(k) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Notes or the due performance by the City of its obligations under the Legal Documents have been duly obtained or will be obtained prior to the Closing, except for such authorizations, approvals, consents and orders (if any) as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Notes.

**Section 8. Conditions to the Obligations of the Underwriter.** The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the City contained herein. The obligations of the Underwriter to accept delivery of and pay for the Notes on the date of the Closing shall be subject, in the sole reasonable judgment of the Underwriter after consultation with the Interim Director of Finance of the City, to the performance by the City of its obligations to be performed hereunder at or prior to the date of the Closing; and to the following additional conditions:

(a) The representations and warranties of the City contained herein shall be true and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing, and the

statements made in all certificates and other documents delivered to the Underwriter at the Closing and otherwise pursuant hereto shall be true and correct in all material respects at and as of the Closing;

(b) At the time of Closing, the Legal Documents shall be in full force and effect as valid and binding agreements between or among the various parties thereto, and the Legal Documents and the Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and all such reasonable actions as, in the opinion of Special Counsel, shall reasonably deem necessary in connection with the transactions contemplated hereby;

(c) At the time of the Closing, no default shall have occurred or be existing under the Legal Documents;

(d) In recognition of the desire of the City and the Underwriter to effect a successful public offering of the Notes, and in view of the potential adverse impact of any of the following events on such a public offering, this Purchase Agreement shall be subject to termination in the absolute discretion of the Underwriter by notification from the Underwriter in writing to the City prior to delivery of and payment for the Notes, if at any time prior to such time, but after the execution and delivery of this Purchase Agreement:

(i) any event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement (or in the Preliminary Official Statement if the Official Statement is not yet available for distribution) or which is not reflected in the Official Statement (or in the Preliminary Official Statement if the Official Statement is not yet available for distribution) but should be reflected therein in order to make the statements contained therein in the light of the circumstances under which they were made not misleading in any material respect and, in either such event, (a) the City refuses to permit the Official Statement (or the Preliminary Official Statement if the Official Statement is not yet available for distribution) to be supplemented to supply such statement or information in a manner satisfactory to the Underwriter or (b) the effect of the Official Statement (or the Preliminary Official Statement if the Official Statement is not yet available for distribution) as so supplemented is, in the reasonable judgment of the Underwriter, to materially adversely affect the market price or marketability of the Notes or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Notes; or

(ii) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Underwriter, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the federal or state taxation of interest received on obligations of the general character of the Notes which, in the

reasonable judgment of the Underwriter after consultation with the City, materially adversely affects the market price or marketability of the Notes or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Notes; or

(iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Notes (including any related underlying obligations) is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended, which, in the reasonable judgment of the Underwriter materially adversely affects the market price or marketability of the Notes or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Notes; or

(iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Notes, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Notes, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect, which, in the reasonable judgment of the Underwriter materially adversely affects the market price or marketability of the Notes or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Notes; or

(v) there shall have occurred (1) any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war; or (2) any other calamity or crisis in the financial markets of the United States or elsewhere (or any escalation thereof), which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Notes or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Notes; or

(vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Notes or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriter or broker-dealers which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or marketability of the Notes or the ability of

the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Notes; or

(vii) a general banking moratorium shall have been declared by federal or New York or the State of California state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or the marketability for the Notes or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Notes; or

(viii) (i) a downgrading, suspension or withdrawal of any rating (without regard to credit enhancement) by Moody's Investors Service, Inc. ("*Moody's*"), S&P Global Ratings ("*S&P*"), or Fitch Ratings ("*Fitch*") of any debt securities issued by or on behalf of the City, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by or on behalf of the City (other than downgrades resulting from the downgrade of a third party, including but not limited to a bond insurer, letter of credit provider or other credit support provider). suspension or withdrawal, including the Notes, which, in the reasonable judgment of the Underwriter, materially adversely affects the market price or the marketability for the Notes or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Notes; or

(ix) any state blue sky or securities commission or other governmental agency or body in a state in which the Notes have been sold shall have withheld registration, exemption, or clearance of the offering of the Notes as described herein, or issued a stop order or similar ruling relating thereto, provided that such withholding or stop order is not due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

(e) at or prior to the Closing, the Underwriter shall receive the following documents, in each case to the reasonable satisfaction in form and substance of the Underwriter:

(i) all legislation relating to the Notes adopted by the City, including the Ordinance and the Resolution, and certified by an authorized official of the City authorizing the execution and delivery of the Legal Documents and the delivery of the Notes and the Official Statement;

(ii) originals or copies of the Legal Documents duly executed and delivered by the respective parties thereto, with only such amendments, modifications or supplements as may have been agreed to in writing by the Underwriter;

(iii) the approving opinion of Special Counsel, dated the date of Closing and addressed to the City, in substantially the form attached as Appendix [E] to the Official Statement, and a reliance letter thereon addressed to the Underwriter;

(iv) a supplemental opinion of Special Counsel dated the date of Closing and addressed to the Underwriter, in substantially the form attached as Exhibit C;

(v) the Official Statement, executed on behalf of the City;

(vi) evidence that, as of the date of Closing, the Notes have been rated “\_\_\_” by [Rating Agency 1] and “\_\_\_” by [Rating Agency 2];

(vii) a certificate, dated the date of Closing, signed by a duly authorized officer of the City satisfactory in form and substance to the Underwriter to the effect that: (A) the representations, warranties and covenants of the City contained in this Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of the Closing by the City, and the City has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the City at or prior to the date of Closing, except to the extent compliance has been waived by the Underwriter; (B) to such officer’s knowledge, no event affecting the City has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purposes for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (C) the information and statements contained in the Preliminary Official Statement did not as of its date and the date of this Purchase Agreement and the Official Statement did not as of its date and does not as of the Closing Date (other than, with respect to the Preliminary Official Statement, information the omission of which is permitted by Rule 15c2-12 and with respect to both the Preliminary Official Statement and Official Statement, information relating to DTC and its book-entry system, CUSIP numbers, prices and yields and information provided by the Underwriter for inclusion therein) contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect; (D) except as disclosed in the Preliminary Official Statement and the Official Statement, the City is not in breach of or default under any Charter provision, applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or is otherwise subject, which would have a material adverse impact on the City’s ability to perform its obligations under the Legal Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and (E) no further consent is required for inclusion of its audited financial statements in the Preliminary Official Statement and the Official Statement;

(viii) an opinion dated the date of Closing and addressed to the Underwriter and the Special Counsel, of the City Attorney, to the effect that:

(A) the City is duly organized as a municipal corporation and charter city and validly existing under the Constitution and laws of the State with the power to adopt the Ordinance and Resolution, perform the agreements on its part contained in the Resolution and issue the Notes;

(B) the Ordinance and Resolution of the City approving and authorizing the execution and delivery of the Legal Documents and approving and authorizing the issuance of the Notes and the delivery of the Official Statement and other actions of the City was duly adopted at a meeting of the governing body of the City which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and such resolutions and ordinances are now in full force and effect and have not been amended or superseded in any way;

(C) assuming due authorization, execution and delivery by the other parties thereto, the Legal Documents constitute the legal, valid and binding agreements of the City enforceable against it in accordance with their respective terms, subject in each case to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and to the application of equitable principles;

(D) to the best knowledge of such counsel, except as is disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court or public body pending with respect to which the City has been served or, to such City Attorney's knowledge, threatened against or affecting the City, except as may be disclosed in the Preliminary Official Statement and the Official Statement, which would materially adversely impact the City's ability to complete the transactions contemplated by the Legal Documents, the Official Statement or any other document or certificate related to such transactions, restrain or enjoin the City's ability to receive the Pledged Moneys, or in any way contesting or affecting the validity of the Notes, the Official Statement or the Legal Documents;

(E) the execution and delivery of the Legal Documents and the issuance of the Notes and compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the City is subject, which breach or default has or would reasonably be expected to have a material adverse effect on the ability of the City to perform its obligations under the Legal Documents;

(F) no authorization, approval, consent, or other order of the State or any other governmental body within the State is required for the valid authorization, execution and delivery of the Legal Documents or the Official Statement or the consummation by the City of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Notes by the Underwriter; and

(G) based on the information made available to City Attorney, and without having undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to its attention which would lead it to believe that the Preliminary Official Statement, as of its date or the date of this Purchase Agreement, or the Official Statement as of its date and as of the date of Closing (excluding therefrom the financial and statistical data and forecasts included therein, information relating to DTC and its book entry system, CUSIP numbers, prices and yields and information provided by the Underwriter for inclusion therein, as to all of which no opinion is expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ix) an opinion of Nixon Peabody LLP, Disclosure Counsel to the City, dated the date of Closing and addressed to the City and the Underwriter in form and substance acceptable to the City and the Underwriter;

(x) a certificate, dated the date of Closing, signed by a duly authorized officer of the Fiscal Agent satisfactory in form and substance to the Underwriter, to the effect that:

(A) the Fiscal Agent is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Fiscal Agent Agreement;

(B) the Fiscal Agent is duly authorized to enter into the Fiscal Agent Agreement and has duly executed and delivered the Fiscal Agent Agreement, and assuming due authorization and execution by the other parties thereto, the Fiscal Agent Agreement is legal, valid and binding upon the Fiscal Agent and enforceable against such party in accordance with its terms;

(C) the Fiscal Agent has duly authenticated the Notes under the Fiscal Agent Agreement and delivered the Notes to or upon the order of the Underwriter; and

(D) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Fiscal Agent that has not been obtained is required for the execution and delivery of the Notes or the consummation by the Fiscal Agent of its obligations under the Fiscal Agent Agreement.

(xi) the preliminary and final Statement of Sale required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 53583 of the California Government Code and Section 8855(g) of the Government Code;

(xii) a copy of the executed Blanket Issuer Letter of Representations by and between the City and DTC relating to the book-entry system;

(xiii) the tax certificate by the City relating to the Notes in form and substance to the reasonable satisfaction of Special Counsel and the Underwriter;

(xiv) an opinion of Hawkins Delafield & Wood LLP (“Underwriter’s Counsel”) in form and substance acceptable to the Underwriter;

(xv) a certificate, dated the date of the Preliminary Official Statement, of the City, as required under Rule 15c2-12; and

(xvi) such additional legal opinions, Bonds, proceedings, instruments or other documents as the Underwriter or Underwriter’s Counsel may reasonably request.

**Section 9. Representations, Warranties and Agreements of the Underwriter.** The Underwriter represent to and agree with the City that, as of the date hereof and as of the date of Closing:

(a) The Underwriter is authorized to enter into this Purchase Agreement, the signatory of this Purchase Agreement on behalf of the Underwriter has been duly authorized to execute this Purchase Agreement, and this Purchase Agreement is enforceable against the Underwriter in accordance with its terms. The Underwriter is authorized to take any action under this Purchase Agreement required to be taken by the Underwriter, and any action taken by the Underwriter under this Purchase Agreement will be binding upon all the Underwriter.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the City, and is not prohibited thereby from acting as underwriter with respect to securities of the City.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c) or MSRB Rule G-23, with the City with respect to the Notes, and no investment firm controlling, controlled by or under common control with any of the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter is in compliance with all applicable City contracting requirements as described in Exhibit D or have obtained a waiver from such requirements from the City Administrator of the City.

**Section 10. Changes in Official Statement.** Within 90 days after the Closing or within 25 days following the “end of the underwriting period” (as defined in Rule 15c2-12), whichever occurs first, if any event shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the City will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to purchaser, not misleading. The City shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the EMMA. The Underwriter acknowledges that the “end of the underwriting period” will be the date of Closing unless the Underwriter otherwise notifies the City in writing that it still owns some or all of the Notes.

**Section 11. Expenses.** Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Underwriter shall be under no obligation to pay, and the City shall pay only from the proceeds of the Notes, but only as the City and such other party providing such services may agree, all expenses and costs of the City incident to the performance of its obligations in connection with the authorization, issuance, sale and delivery of the Notes to the Underwriter, including, without limitation, printing costs, rating agency fees and charges, initial fees of the Fiscal Agent, including fees and disbursements of its counsel, if any, fees and disbursements of Special Counsel, Disclosure Counsel, the Municipal Advisor and other professional advisors employed by the City, meals, transportation and lodging expenses incurred by or on behalf of employees of the City and costs of preparation of the Notes.

The Underwriter shall pay through the expense component of the underwriting discount all out-of-pocket expenses of the Underwriter, including, without limitation, the fees and expenses of Underwriter’s Counsel, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure

undertaking compliance review, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Notes.

**Section 12. Notices.** Any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to BofA Securities, Inc., 555 California Street, Suite 610, San Francisco, California 94104, Attention: Holly Vocal. All notices or communications hereunder by any party shall be given and served upon each other party. Any notice or communication to be given the City under this Purchase Agreement may be given by delivering the same in writing to the City of Oakland, 150 Frank H. Ogawa Plaza, Suite 5330 Oakland, California 94612, Attention: Treasurer.

**Section 13. Parties in Interest.** This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including the successors or assigns thereof) and no other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the City in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Notes.

**Section 14. Counterparts.** This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

**Section 15. Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

[Remainder of page intentionally left blank.]

**Section 16. Entire Agreement.** This Purchase Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

BOFA SECURITIES, INC.,  
as Underwriter

By: \_\_\_\_\_  
Managing Director

Accepted:

CITY OF OAKLAND, a municipal corporation

By: \_\_\_\_\_  
Name:  
Title:

Time of Execution: \_\_\_\_\_ .m. Pacific Time

Approved as to form and legality:

By: \_\_\_\_\_  
City Attorney's Office

**EXHIBIT A**

**\$(PAR)  
CITY OF OAKLAND, CALIFORNIA  
2026-27 TAX AND REVENUE ANTICIPATION NOTES**

<b>Maturity Date*</b>	<b><u>Principal Amount</u></b>	<b><u>Interest Rate</u></b>	<b><u>Yield</u></b>	<b><u>Price</u></b>
June __, 2027	[Par]			

[\* 10% Test maturity.]

## EXHIBIT B

### FORM OF ISSUE PRICE CERTIFICATE

§[PAR]  
CITY OF OAKLAND, CALIFORNIA  
2026-27 TAX AND REVENUE ANTICIPATION NOTES

The undersigned, BofA Securities, Inc. (the “Underwriter”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Notes”).

**1. *Sale of the Notes.*** As of the date of this certificate, for each Maturity of the Notes, the first price at which at least 10% of such Maturity of the Notes was sold to the Public is the respective price listed in Schedule A attached hereto.

**2. *Defined Terms.***

(a) *City* means the City of Oakland, California.

(b) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an underwriter or a Related Party to an underwriter.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

(e) *Related Party.* Generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Tax Certificate* means the Tax Certificate, dated [Closing Date], executed and delivered by the City in connection with the issuance of the Notes.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the City with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Jones Hall LLP, as Special Tax Counsel to the City, in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the City from time to time relating to the Notes.

BofA Securities, Inc., as Underwriter

By \_\_\_\_\_  
Authorized Representative

Dated: [Closing Date]

**SCHEDULE A**

**SALE PRICE AND INITIAL OFFERING PRICE OF THE NOTES**

**SCHEDULE B**

PRICING WIRE OR EQUIVALENT COMMUNICATION

[see attached]

## EXHIBIT C

### FORM OF SUPPLEMENTAL OPINION OF SPECIAL COUNSEL

[To come from Special Counsel, addressing the following topics]

(1) the Notes are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(2) the statements contained in the Official Statement in the sections thereof entitled “INTRODUCTION – General,” “THE NOTES” (except for the information under the subheading “Debt Service”), “PLAN OF REFUNDING,” “SECURITY FOR THE NOTES,” “TAX MATTERS,” and APPENDIX E – “PROPOSED FORM OF OPINION OF SPECIAL COUNSEL,” insofar as such statements purport to summarize certain provisions of the Notes, or the opinion of Special Counsel concerning certain tax matters relating to the Notes, present a fair and accurate summary of the provisions thereof; and [Captions to be updated upon distribution of the POS]

(3) the Purchase Agreement has been duly authorized, executed and delivered by the City, and, assuming due authorization, execution and delivery by the Underwriter, is valid and binding upon the City, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles.

Respectfully submitted,

## EXHIBIT D

### CITY CONTRACTING REQUIREMENTS

#### 1. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of City. Contractor warrants that 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. Failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for City's 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 and submit Schedule M, Part A, Independent Contractor Questionnaire, which shall be attached hereto and incorporated herein.

#### 2. 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 received from the City, or collected on behalf of the City, including personal identifying data, 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.

#### 3. Arizona and Arizona-Based Businesses

Contractor confirms that it has read and understood City Resolution No. 82727 C.M.S., which urges City Departments to the extent practicable and in instances where there is no significant additional cost to the City of conflict with law, to refrain from entering into new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, and urges companies to also boycott the State of Arizona and Arizona-based businesses, until Arizona repeals SB 1070. Contractor agrees, in accordance with City Resolution No. 82727 C.M.S., that Contractor is not currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

#### 4. Sanctuary City Contracting and Investment Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.23, Sanctuary City Contracting and Investment Ordinance, which prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE), the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) with any "data broker," "extreme vetting," or "detention facilities" services (as defined in Oakland Municipal Code Section 2.23.020), unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Sanctuary City Contracting and Investment Ordinance (Schedule I) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been contracted to provide ICE, CBP, or the HHS/ORR with data broker, extreme vetting, or immigration detention facilities services, and that the City, in its sole discretion shall determine such failure.

#### 5. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City 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" (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border, unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Border Wall Ordinance (Schedule W) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been hired to provide services, goods, products, equipment, or information or cyber technology, construction, architectural, engineering, or any professional services for the construction of the Border Wall, or any Border Wall Work or provide such services for the duration this Agreement. Contractor stipulates that failure to comply with the requirements of Oakland Municipal Code Chapter 2.22 shall constitute a material breach by Contractor of this Agreement. The City in its sole discretion shall determine such failure.

#### 6. 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, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or 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, mental or physical disability (including but not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.

- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state and local disability rights legislation.
- 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.
- e. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose, and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

#### 7. Living Wage Ordinance

If the amount of this Agreement is equal to or greater than \$25,000, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation, health benefits, and compensated days off (a living wage) be paid to, among others, employees of service contractors (consultants) of the City. **Oakland employers must pay employees wages and provide benefits consistent with the City's Living Wage Ordinance, the Minimum Wage Law, or Prevailing Wage Law (if applicable) whichever are greater.**

If applicable, Contractor certifies that it has submitted a completed Declaration of Compliance with the Living Wage Ordinance (Schedule N) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Contractor agrees that it must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation and Health Benefits – **Effective July 1<sup>st</sup> of each year, Contractor shall pay adjusted Living Wage rates**, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>.
- b. 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.

Under the provisions of the Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of the Ordinance.

## 8. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code, whereby Oakland employees must be paid the City's current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site. The law also 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 previous section), and must pay employees wages and provide benefits consistent with the City's Living Wage Ordinance or the Minimum Wage Law, whichever are greater. For further information, please visit the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

## 9. Equal Benefits Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000, this Agreement is subject to the City's Equal Benefits Ordinance ("EBO"), Title 2, Chapter 2.32 of the Oakland Municipal Code and its implementing regulations, which prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The EBO only applies to those portions of a contractor's operations that occur (1) within the City of Oakland; (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 contractor'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 the EBO shall not apply to subcontracts or subcontractors of any contractor.

If applicable, Contractor agrees to comply with the requirements of Oakland Municipal Code, Chapter 2.32 and agrees it has a duty to promptly provide to the City documents and information verifying its compliance.

## 10. City of Oakland Campaign Contribution Limits

If this Agreement requires Council approval, it is subject to the City's Campaign Reform Act, Title 3, Chapter 3.12 of the Oakland Municipal Code, and its implementing regulations. 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 applicable, Contractor certifies that it has completed a signed certification form (Schedule O, Acknowledgment of Campaign Contribution Limits) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 2.32.

## 11. Nuclear Free Zone Ordinance

Contractor confirms that it has read and understood Ordinance No. 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," which restricts the City from entering into professional service agreements with nuclear weapons makers, unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

## 12. Slavery Era Disclosure

Contractor confirms that it has read and understood the Slavery Era Disclosure Ordinance, Oakland Municipal Code Chapter 9.60, which requires contractors providing (1) insurance services or (2) financial services to the city of Oakland (including, but not limited to, any bank in which the city deposits public funds and any investment managers), whether subject to competitive bid or not, and (3) each textile, tobacco, railroad, shipping, rice and/or sugar company doing business with the city, including but not limited to, such businesses with a city franchise, to disclose information related to the legacy of slavery.

If applicable, Contractor certifies that it has completed a signed Slavery Era Disclosure Affidavit (Schedule S) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 9.60.

## 13. Political Prohibition

Subject to applicable State and Federal laws, Contractor agree that 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.

## 14. Religious Prohibition

Contractor understands and agrees that there shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

## 15. Business Tax Certificate

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

## 16. Firearms and Ammunition Procurement and Disposal

Contractor confirms that it has read and understood the Firearms and Ammunition Procurement and Disposal Ordinance, Oakland Municipal Code Chapter 2.10, which requires any manufacture or retail dealer of firearms and/or ammunition that enters into a contract with the City for the purchase, sale, transfer, return, trade-in, exchange or disposal of firearms, or ammunition to certify compliance with outlined safety requirements.

If applicable, Contractor certifies that it complies with all requirements of OMC 2.10.040(A), including but not limited to (1) compliance with applicable state and federal laws regarding firearms licenses and permits, (2) adherence to public safety principles relating to firearms and ammunition, (3) no unresolved ATF violations within the last 5 years, and (4) maintenance of policies to prevent and detect sales to firearms traffickers and prohibited individuals. Contractor agrees to comply with Oakland Municipal Code Chapter 2.10 in its entirety and to notify the City of any policy changes inconsistent with the Chapter or any new ATF violations within 30 days of such change or violation.

## 17. Lobbyist Registration Act

Contractor agrees that Contractor has reviewed and is in compliance the Lobbyist Registration Act (LRA) set forth in Chapter 3.20 of the Oakland Municipal Code and that no officer, employee or agent of Contractor is a "Local Governmental Lobbyist" as that term is defined in the LRA or that such officer,

employee or agent has registered with the Public Ethics Commission, completed lobbyist training and paid the registration fee, if applicable, pursuant to OMC sections 3.20.040 and 3.20.045.