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OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Marion McWilliams, General Counsel

Board Meeting Date December 13, 2017

Subject **Joint-Use Lease Agreement Between Oakland Unified School District and City of Oakland for City's Use of Existing Modular Building for a Public Library at Piedmont Elementary School**

Action Requested **Approval by the Board of Education of the Joint-Use Lease Agreement Between Oakland Unified School District and City of Oakland for City's Use of Existing Modular Building for a Public Library at Piedmont Elementary School, located at 4314 Piedmont Avenue, Oakland CA**

Background and Discussion

The District is the owner of the real property known as Piedmont Elementary School, 4314 Piedmont Avenue, Oakland CA. The City of Oakland requires space to house a public library.

The District is authorized to enter into agreements to lease vacant classrooms or other space. The term of the Agreement between the District and the City of Oakland will commence upon full execution by both parties and shall expire five years after the date of full execution.

Recommendation **Approval by the Board of Education of the Joint-Use Lease Agreement Between Oakland Unified School District and City of Oakland for City's Use of Existing Modular Building for a Public Library at Piedmont Elementary School, located at 4314 Piedmont Avenue, Oakland 94611**

Fiscal Impact Revenue - \$2500 per month

Attachments

- Joint-Use Lease Agreement Between Oakland Unified School District and City of Oakland for City's Use of Existing Modular Building for a Public Library at Piedmont Elementary School, Oakland CA

**JOINT-USE LEASE AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT
AND CITY OF OAKLAND FOR CITY'S USE OF EXISTING MODULAR BUILDING
FOR A PUBLIC LIBRARY AT PIEDMONT ELEMENTARY SCHOOL, OAKLAND, CA**

THIS JOINT-USE LEASE AGREEMENT ("Agreement") is made this 7th day of September, 2017, by and between the OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district ("District"), and the CITY OF OAKLAND, a California municipal corporation ("City"), referred to collectively as the "Parties", pursuant to City Resolution No. 86858 C.M.S. passed on July 18, 2017.

RECITALS

WHEREAS, City requires space to house a public library ("Activities"), as the City's Activities are further defined and depicted in **Exhibit A**;

WHEREAS, District is the owner of the real property known as Piedmont Elementary School, 4314 Piedmont Ave., Oakland, CA ("School Site"), and a modular classroom building at 80 Echo Avenue ("Modular Building") located on the School Site, as further depicted in **Exhibit B**;

WHEREAS, City's lease and use of the Modular Building is subject to Education Code § 17527 et seq.;

WHEREAS, District, pursuant to § 17527(a) of the Education Code, is authorized to "enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session."; and

WHEREAS, District intends to utilize all remaining portions of the School Site for District purposes during the Term, and City shall only have use of the space as designated in **Exhibit B**; and

WHEREAS, District, pursuant to § 17529 of the Education Code, has determined, by approving this Agreement, that leasing the Modular Building to City will not (1) interfere with the educational programs or activities of any school or class conducted on the School Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School Site;

WHEREAS, City agrees that District's fee interest shall at all times be, and remain, unsubordinated to any leasehold mortgage which may be imposed upon City's leasehold interest hereunder or upon the improvements, and that nothing contained in this Agreement shall be construed as an agreement by District to subject its fee interest to any lien;

WHEREAS, the purpose of this Agreement is to set forth the Parties' responsibilities with respect to the use and occupancy of the Modular Building;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Lease and Use of Property. District hereby leases to City, and City hereby leases from District, the Modular Building at the School Site to be used for Activities. The Modular Building that constitutes the premises subject to this Agreement is described in **Exhibit B**. City shall have use of the Modular Building at all times for Activities only, subject to modification by agreement of both Parties, and only to the extent City pays Rent for the Modular Building.

2. Condition of Modular Building.

2.1. The Modular Building is leased to City in its "AS-IS" condition. District shall not be required to make or construct any alterations, additions, or improvements to the Modular Building.

2.2. By entry and taking possession of the Modular Building pursuant to this Agreement, City accepts the Modular Building in its "AS-IS" condition.

2.3. City acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Modular Building for the conduct of City business. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either District or City. The Parties expressly waive all claims for damages by reason of any statement, representation, warranty, promise, or agreement, if any, not contained in this Agreement.

2.4. If required, City will bear all costs associated with providing ADA access to the Modular Building. City shall work in consultation with District to ensure compliance with ADA, and costs will be borne by City.

3. Title to School Site/Classroom Buildings. The Parties acknowledge that title to the School Site is held by District.

4. Term.

4.1. The term of this Agreement shall commence upon full execution by both Parties after approval by the governing body of each ("Commencement Date") and shall expire **5 years** after the date of full execution of this Agreement, unless sooner terminated pursuant to provisions contained in this Agreement ("Term").

4.2. Renewal of Agreement.

4.2.1. The Parties may decide to enter into written extensions or renewals of this Agreement. If the Parties wish to renew this Agreement after the first 5 years, this can only be done by a separate writing executed by both Parties that complies with all of the following provisions:

4.2.1.1. It specifically authorizes further tenancy by City and specifies the terms of that tenancy, and

4.2.1.2. It is approved by each Party's governing body prior to the end of the Term.

4.2.2. On the last day of the Term hereof, or on sooner termination of this Agreement, City shall surrender to District the Modular Building and any then existing improvements in good order, condition, and repair, reasonable wear and tear excepted, free and clear of all liens, claims, and encumbrances; other than any preexisting liens, claims, or encumbrances; or any liens, claims, or encumbrances that are unrelated to City's Activities or use of the Modular Building. This condition shall be similar to that existing as of the Commencement Date, excepting normal ordinary wear and tear and any structural improvements made by District after the Commencement Date. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the School Site. City shall execute, acknowledge, and deliver to District such instruments of further assurance as in the opinion of District are necessary or desirable to confirm or perfect District's right, title, and interest in, and to, any improvements.

City shall remove from the Modular Building all of City's personal property, trade fixtures, and any improvements made by City which the Parties agreed would be removed by City. All property not so removed shall be deemed abandoned by City. If the Modular Building is not so surrendered at the termination of this Agreement, City shall indemnify District against loss or liability resulting from delay by City in so surrendering the Modular Building, including, without limitation, any claims made by any succeeding lessees or losses to District due to lost opportunities to lease to succeeding lessees.

5. Security Deposit. N/A.

6. Rent.

6.1. For and in consideration of the use of the Modular Building for the Term, City agrees to pay District the sum of **\$2,500.00 per month** ("Rent"). The Parties acknowledge that District is currently undertaking a comprehensive facilities master planning process which may identify standardized rates for agreements such as this. If

there is a recommendation to adjust the rent for joint-use agreements with other public agencies, District will provide City with 6 months' notice of such proposed rate change. City may elect to give 60 days' notice to terminate in lieu of accepting the rate change.

6.2. City shall pay District prorated Rent for the first month, based on a 30-day month, upon Commencement Date. Thereafter, City shall pay Rent to District in advance on the first of each month during the Term, without deduction, set off, prior notice, or demand.

6.3. City acknowledges that late payment by City to District of the Rent and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of Rent or any other sum due from City by 4:00 p.m. within 10 days after such amount is due, City shall pay to District, as additional rent, a late charge equal to 5% of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties agree that such late charges represent a fair and reasonable estimate of the costs District will incur because of late payment by City. Acceptance of such late charge by District shall in no event constitute a waiver of City's default with respect to such overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

6.4. Taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges, and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind or nature whatsoever; which during the Term; assessed, levied, imposed upon, or became due and payable, which City is required to pay hereunder; together with all interest and penalties that may accrue thereon in the event of City's failure to pay such amounts; and all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of City or failure on City's part to comply with the terms of this Agreement; shall be deemed to be additional rent and, in the event of nonpayment by City, District shall have all of the rights and remedies with respect thereto as District has for the nonpayment of Rent. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.5. Any amount due to District not paid when due shall bear interest at 1.5% per month commencing 30 days after the due date, but not to exceed the maximum rate permitted by law. Payment of interest shall be in addition to any late charges owing pursuant to this Agreement and shall not excuse or cure any default by City under this Agreement.

7. Utilities. In addition to Rent, City shall pay to District monthly all actual utility costs incurred for the use of the Modular Building ("Utility Charges"), on a prorated basis based on the square footage of the Modular Building relative to the School Site. For purposes of this Agreement, the Utility Charges include: water, gas, electricity, telephone, data and

communication lines and service, and sewage fees. City shall pay these Utility Charges to District on a reimbursement basis at the same time it pays Rent. District shall send an invoice monthly to City for the Utility Charges at least 10 days prior to the date payment is due, along with supporting documentation verifying the amount and nature of the invoiced Utility Charges. Charges for other utility services shall be paid by City directly to the provider, including security/fire/intrusion alarm monitoring and garbage collection.

8. Maintenance and Repairs.

8.1. City, at its cost, shall maintain the Modular Building, interior of the Modular Building and surrounding premises in a good condition consistent with their condition at the time of delivery in accordance with applicable provisions of the Education Code, the implementing regulations, and District policies and/or practices. City acknowledges and accepts that the Modular Building is leased in its "AS-IS" condition.

8.2. District shall keep and maintain the structural elements of the building, as hereinafter defined, on the Modular Building in the condition existing at the time City takes possession of the Modular Building, excepting normal wear and tear. District makes no representations or warranties for the structure of the building as it exists. District agrees that if the structural elements of the building become damaged to a lesser condition than currently exists, and if such structural damage is due to no fault or negligence of City, then District shall repair the damage in such a manner as to bring it back to a condition which is similar to the condition which existed at the time City took possession of the Modular Building; however, District may terminate this Agreement if such repair cost exceeds the total sum of one year's rent per incident. District agrees to abate Rent if, and to the extent that, structural damage or repair or maintenance work on the structural elements of the building impairs City's Activities. If District elects not to perform a repair estimated to cost more than the total sum of one year's rent, then City may elect to remain in possession of the Modular Building and pay Rent (as abated), or City may elect to terminate this Agreement.

8.3. City shall reimburse District for the cost of repairs of the structural elements of the building if such repair is required because of the negligence or willful misconduct of City or its Council, employees, agents, or invitees, in which event necessary repairs or replacements shall be charged to City as additional rent.

8.4. As used in this Agreement, the term "structural elements of the building" is defined as, and shall be limited to, the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical, and heating systems shall be considered "structural elements of the building"; excluding, however, repairs or maintenance to fixtures or appliances such as toilets, sinks, hot water heaters, stoves, refrigerators, fans or window cooling units, and/or those repairs

and maintenance items to any systems that can be completed without wall or floor removal, in which case these repairs shall be the responsibility of City.

8.4. If District fails to commence work on any of the repairs required to be made by District under this Agreement within 30 days after written notice of the necessity therefore, City, in addition to any other rights it may have hereunder, shall have the right, but not the obligation, to make said repairs on behalf of District and bill District for the reasonable costs thereof, and District shall promptly reimburse City for the costs thereof; or City may, at its option, offset such costs against Rent due and owing. If such repairs are necessitated by an emergency affecting public health and safety, then City may make such repairs upon reasonable notice.

8.5. District shall have no maintenance or repair obligations with respect to the Modular Building except as expressly provided in this Section. City expressly waives the provisions of §§ 1932 (subsection 1), 1941, and 1942 of the Civil Code and all rights to make repairs at the expense of District as provided in § 1942 of said Civil Code.

8.6. If City wishes to have any improvements, alterations, work, or other services performed on the Modular Building that are not part of the maintenance or repair services indicated herein, City shall request that work via the Building & Grounds Work Order Protocol in **Exhibit C**.

8.6.1. The type of work that would be subject to this provision includes, for example, painting that is neither repainting nor painting to bring the facility to its original condition, new room dividers, installing or removing casework, whiteboards, or other fixtures, and similar City-requested improvements.

8.6.2. District shall prepare and provide to City an estimate for that work. If City accepts that estimate, District shall perform that work as indicated in the estimate, and City shall pay for that work as indicated in the estimate, which shall be due and owing with the next month's Rent, unless otherwise agreed to in writing by the Parties.

8.7. Scope of Interior Maintenance. Except as expressly provided above, City shall, at its cost, maintain and repair the Modular Building and surrounding premises, including the windows, skylights, doors and all door hardware, walls and partitions, ceilings, all other surfaces visible to the public or City, electrical, plumbing, lighting, heating, and ventilating and air conditioning systems, in a condition similar to that which exists at the time City takes possession of the Modular Building. The term "maintain and repair" shall include routine, regular, or necessary maintenance. If electrical, plumbing, heating, and ventilating systems can be accessed without the removal of walls or floors, repairs and maintenance shall be City's responsibility. For example, City shall be responsible for toilet replacements and clogged toilets while District will be responsible for main sewer lines that are clogged, damaged, or broken due to no fault of City. City shall have sole

and complete responsibility for the cost of maintenance, repair, and replacement of the air conditioning systems.

9. Title to and Removal of City's Improvements to Facilities.

9.1. City shall not construct or cause to be constructed on the Modular Building or School Site any improvements ("City's Improvements") without express prior written consent from District.

9.2. City shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act ("CEQA"), any necessary approvals from any local authority, including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction of any approved City Improvements and shall provide District with evidence of approval by all applicable governmental agencies.

9.3. Any modifications to the Modular Building and surrounding School Site must be approved in writing in advance by District. City's contractor must be approved as well, unless the work is being performed by City employees. All contractors and subcontractors of City, if any, shall be duly licensed in the State of California. City shall be solely responsible for maintaining City's Improvements installed thereon during the Term, including any extensions, and for compliance with all applicable laws or ordinances, rules, and regulations.

9.4. All alterations, additions, and/or improvements to the Modular Building must be made in compliance with the applicable provisions of the Education Code, the Fair Employment and Housing Act, applicable building code standards, other applicable state and federal statutes, and District policies, practices, standards, and procedures. Regarding any improvements constructed on the School Site consistent with the provisions of this Agreement, City shall, prior to construction, repair, renovation, or demolition of any improvements on the School Site, obtain the prior written consent of District thereto and to the final plans, specifications, and schedule for completion thereof. City shall also, prior to construction of any improvements, obtain written approval from District and the Division of State Architect ("DSA") for the improvements and their related costs. Said approval or disapproval must be expressly made by District in writing. City agrees to deliver DSA's written approval to District within 10 days after City's receipt. City agrees not to proceed with any construction of improvements until City has obtained District's and DSA's written approvals. The Parties recognize that such approvals may be completed in phases, such that City initially requests conceptual

approval and, if approved by District, then proceeds to draw the plans and specifications. District shall respond to City with said approval or disapproval within 45 days after District receives a written request with architectural plans and drawings from City. District's approval shall be at District's sole and absolute discretion, and District may withhold or disapprove of such improvements without reason. As a condition of its approval, District may require that City agree to remove certain improvements and restore the School Site to its original condition upon expiration or earlier termination of this Agreement, and/or provide District with adequate security for such removal.

9.5. Title to removable furniture (including all shelving), equipment, and/or other personal property placed by City onto the Modular Building, but not affixed thereto, shall be held solely by City. These items shall remain the personal property of City and shall not be treated as real property or become a part of the School Site unless District accepts, or City abandons, any of this personal property at the end of the Term.

9.6. On or before the expiration of this Agreement, or within 30 days after any earlier termination of this Agreement, City shall remove City's Improvements, at its sole expense. City shall repair any damage to the School Site and/or Modular Building, caused by removal of City's Improvements and restore the School Site and the Modular Building to good condition, less ordinary wear and tear. If City fails to timely remove City's Improvements, District, upon 30 days' written notice, may either (1) accept ownership of City's Improvements with no cost to District or (2) remove City's Improvements at City's sole cost. If District chooses to accept ownership of City's Improvements, City shall execute any necessary documents to effectuate the change in ownership of City's Improvements. If District removes City's Improvements, City shall pay all invoices for the removal of City's Improvements within 30 days of receipt of such invoices.

10. Supervision. City shall provide adequate and comprehensive supervision of the children attending Activities when in the Modular Building. City shall follow and adhere to all District policies and procedures. In the case of a minor accident or injury, City will be responsible for administering first aid and supplies as necessary. City will report all incidents or injuries to the site administrator and may be required to complete an accident/incident report.

11. Use of the Modular Building.

11.1. City shall not use the Modular Building for any use other than that specified in this Section without the prior written consent of District. City agrees to maintain the Modular Building and to conduct Activities in a manner that meets all federal, state, and local laws, regulations, and ordinances relating to the Modular Building and to the operation of Activities; and to comply with all federal, state, and local laws, regulations, and ordinances, now or hereafter enacted, concerning the Modular Building, the use of the Modular Building, and/or City's Activities. The effectiveness of this Agreement shall be subject to City obtaining any and all permits or approvals which may be required in

order for City to operate Activities in the Modular Building. City shall not use or permit the Modular Building to be used in whole or in part during the Term for any purpose or use in violation of the laws, regulations, and ordinances applicable thereto.

City shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees, or liability arising out of failure of City to comply with any applicable law, regulation, rule, or ordinance. City shall not commit, or suffer to be committed, any waste upon the Modular Building; or allow any sale by auction upon the Modular Building; or allow the Modular Building to be used for any unlawful purpose; or place any loads upon the floor, walls, or ceiling which endanger the structure; or place any harmful liquids in the plumbing, sewer, or storm water drainage system of the Modular Building. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Modular Building except in trash containers designated for that purpose. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited in the Modular Building. City shall comply with District-wide policy prohibiting the use of tobacco products in the Modular Building at all times. City shall not use, or permit the use of, the Modular Building, or any part thereof, for any purpose which is inimical to public morals and welfare, or morally objectionable as unsuitable for a public educational facility. City agrees to respond within a reasonable time to concerns expressed by neighbors or District relating to the operation of the Modular Building. So long as City pays all Rent and complies with all of the terms and conditions of this Agreement, City shall peaceably and quietly have, hold, and enjoy the Modular Building.

11.2. City represents that it is qualified to administer and operate Activities. City shall be solely responsible for the administration and operation of Activities, including the hiring of all employees. City shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Activities in the Modular Building.

11.3. City's use of the Modular Building shall be exclusively limited to Activities. Unless otherwise agreed in writing by District, City must remove any equipment at the end of the Term. District is in no manner responsible for damage or theft of City's equipment or materials. City must maintain and repair any damage to the Modular Building to at least as good a condition as the Modular Building existed as of the Commencement Date, less ordinary wear and tear.

11.4. Responsibility for the Operation, Maintenance, and Management. The operation, management, and supervision of day-to-day operations of the library will be the responsibility of City, with advice from the Library Coordinating Committee. The Modular Building will be maintained per conditions outlined in the Agreement. During those school hours when the library is closed to the public, District staff will supervise any use by classes. Any security plan for the Modular Building that has been developed

by the Parties shall continue in effect. City shall comply with all fingerprinting requirements set forth in District policy or the Education Code.

12. Inspection of Modular Building. District agrees to provide City with a set of keys for the Modular Building. City shall permit District and/or its agents to enter the Modular Building at any reasonable time for the purpose of inspecting the Modular Building and/or exhibiting the Modular Building to prospective lessees, occupants, purchasers, or mortgagees.

13. Default and Termination.

13.1. Either Party may terminate this Agreement for cause. Cause may include:

13.1.1. Material violation of this Agreement by the other Party; or

13.1.2. Any act by a Party in violation of this Agreement, exposing the other Party to liability to others for personal injury or property damage.

13.2. A Party exercising its rights under this Section shall give written notice to the other Party of the event of default giving rise to cause for termination. Said notice shall specify the nature of the act, omission, or deficiency giving rise to the event of default, and shall specify the action required to cure the default, and a reasonable date, which shall not be less than 30 calendar days from the mailing of the notice, by which the defaulting Party must take or commence such action to cure. If the notice specifies only a commencement date for the cure, the defaulting Party must commence such cure within the specified time and must diligently pursue the cure to completion within a reasonable time thereafter.

13.3. If District terminates for cause, City's rights in the Modular Building shall terminate upon City's receipt of notice of termination from District following notice and opportunity to cure as set forth above and City's resultant failure to cure the default. Upon receipt of District's notice of termination, City shall surrender and vacate the Modular Building in the condition required under this Agreement, and District may re-enter and take possession of the Modular Building and all the remaining improvements or property; eject City or any of City's subtenants, assignees, or other person or persons claiming any right under, or through, City; eject some and not others; or eject none. This Agreement may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release City from the payment of any sum then due District or from any claim for damages or rent previously accrued or then accruing against City.

13.4. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to District and/or City.

13.5. Upon termination of this Agreement due to a default by City, City shall be responsible to restore the Modular Building to its condition prior to the Commencement Date, reasonable wear and tear excepted.

13.6. Notwithstanding anything to the contrary in this Agreement, District shall have the right to terminate the Agreement at any time if the Modular Building is needed by District for public school purposes, or if any requirements of Education Code § 17529 cease to be met. District shall give City at least 6 months' notice of such termination.

14. Indemnification. To the fullest extent permitted by California law, City shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, on account of, connected with, or resulting from, City's negligence or willful misconduct in its operation, use, or occupancy of the Modular Building, all improvements thereon, and all areas appurtenant thereto; and if any action or proceeding is brought against District, City shall defend the same at City's sole expense. City shall keep the School Site clear of all liens, encumbrances, and/or clouds on District's title to any portion of the School Site.

To the fullest extent permitted by California law, District shall defend, indemnify, and hold harmless City, its councilmembers, agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, on account of, connected with, or resulting from, District's negligence, willful misconduct, or breach or failure to comply with the terms and conditions of this Agreement; and if any action or proceeding is brought against City, District shall defend the same at District's sole expense.

When the liability or claim is caused by the joint negligence or willful misconduct of both City and District, each Party's duty to defend, indemnify, and hold harmless shall be in proportion to the Party's allocable share of the joint negligence or willful misconduct.

15. Insurance.

15.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. City shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

15.2. City acknowledges that the insurance to be maintained by District on the Modular Building will not insure any of City's property or improvements made by City.

15.3. City shall, at City's expense, obtain and keep in force during the Term a policy of commercial general liability insurance and a comprehensive auto liability policy insuring

the Parties against claims and liabilities arising out of the operation, condition, use, or occupancy of the Modular Building and all areas appurtenant thereto, including parking areas. City's comprehensive auto liability policy shall insure all vehicles, whether hired, owned, or non-owned. City's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than \$1,000,000 for bodily injury or death and property damage as a result of any one occurrence and a \$2,000,000 general aggregate policy limit. In addition, City shall obtain a products/completed operations aggregate policy in the amount of \$1,000,000.

The insurance carrier, deductibles, and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, City shall deliver to the Risk Management Office of District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

15.3.1. Not be canceled or altered without 30 days' prior written notice to District;

15.3.2. State that the coverage is primary, and any coverage by District is in excess thereto;

15.3.3. Contain a cross liability endorsement; and,

15.3.4. Include a separate endorsement naming District as an additional insured.

At least 30 days prior to the expiration of each certificate, and every subsequent certificate, City shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

15.4. During the Term, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. In the event of loss or damage to the School Site, the buildings, the Modular Building, or any contents, each of the Parties hereto, and all persons claiming under each of the Parties, shall look first to any insurance in its favor before making any claim against the other Party. And to the extent possible, without adding additional costs, each Party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance; and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

15.5. During the Term, City shall comply with all provisions of law applicable to City with respect to obtaining and maintaining workers' compensation insurance. Prior to the Commencement Date and any renewal of this Agreement and City's occupancy of the Modular Building, City shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the Commencement Date or

renewal, providing that insurance coverage shall not be canceled or reduced without 30 days' prior written notice to District.

15.6. As an alternative to the insurance policies specified above, City may submit evidence of adequate self-insurance to District, whose approval of self-insurance shall not be unreasonably withheld or conditioned.

16. Surrender of Agreement Not Merger. The voluntary or other surrender of this Agreement by City, or a mutual cancellation thereof, shall not work a merger and shall, at the option of District, terminate all or any existing subleases or subtenancies, or operate as an assignment to District of any or all subleases or subtenancies.

17. Notices.

17.1. Notices to District. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, or given to, District by City or any lender described in this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to District, to any managing employee of District, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to District at Oakland Unified School District, 955 High St., Oakland, CA 94607, Attn: Joe Dominguez, Deputy Chief Facilities. District may change District's address for the purpose of this Section by giving written notice of that change to City in the manner provided in Section 17.2.

17.2. Notices to City. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, or given to, City by District shall be in writing and shall be deemed duly served and given when personally delivered to City, any managing employee of City, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, addressed to Oakland Public Library at 125 14th St., Oakland, CA, 94612, Attn: Associate Director. City may change its address for the purpose of this Section by giving written notice of that change to District in the manner provided in Section 17.1.

18. Subcontract, Assignment, and Sublease. Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other Party. City shall not sublease any portion of the Modular Building without the prior written consent of District.

19. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

21. California Law. This Agreement shall be governed by; and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with; the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

22. Compliance with All Laws.

22.1. City shall, at City's expense, comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Modular Building; and shall faithfully observe, in its use of the Modular Building, all laws, regulations, and ordinances of these authorities, in force either now or in the future; including, without limitation, all applicable federal, state, and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission, and other environmental matters (including CEQA and its implementing regulations in its use of the Modular Building); and all District policies, rules, and regulations, including those indicated herein in **Exhibit D**. Specifically, City shall comply with the restriction on chemical usage indicated in **Exhibit D**.

22.2. The judgment of a court of competent jurisdiction, or City' admission in an action or a proceeding against City, whether District be a party to it or not, that City has violated any law, regulation, or ordinance in City's use of the Modular Building shall be considered conclusive evidence of that fact as between the Parties. If City fails to comply with any such law, regulation, or ordinance, District reserves the right to take necessary remedial measures at City's expense, for which City agrees to reimburse District on demand.

22.3. City shall not cause or permit any hazardous material to be generated, brought onto, used, stored, or disposed of in or about, the Modular Building and any improvements, by City or its agents, employees, contractors, subtenant, or invitees, except for limited quantities of standard office, classroom, and janitorial supplies (which shall be used and stored in strict compliance with environmental laws). City shall comply with all environmental laws. "Hazardous material" means any hazardous or toxic substance, material, or waste which is, or becomes, regulated by any local governmental authority, the State of California, or the United States Government. "Hazardous material" includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, § 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to § 14 of the federal

Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to § 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601). "Hazardous materials law" means any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release, or disposal of any hazardous material.

23. Cooperation with Other Occupants of the Property. It is understood and recognized by City that the School Site, of which the Modular Building is a part, will be used by other parties, including District, and City shall cooperate with the other parties in reaching amicable arrangements concerning such matters as policing of common areas, custodial services, and security measures.

24. Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing Party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing Party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

25. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

28. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the interpretation hereof or of the intention of the Parties hereto.

29. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal, and enforceable.

30. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

ACCEPTED AND AGREED on the dates indicated below:

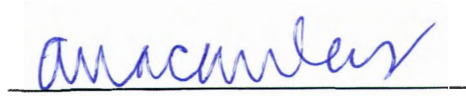
CITY OF OAKLAND



City Administrator

2/13/18
Date

Approved as to Form and Legality:



Deputy City Attorney

2/8/18
Date

OAKLAND UNIFIED SCHOOL DISTRICT



James Harris, President

12/14/17
Date



Kyla Johnson-Trammell, Secretary & Superintendent

12/14/17
Date

Approved as to Form and Legality:



Marion McWilliams

Oakland Unified School District, General Counsel

11/21/17
Date

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2017 JUN 29 PM 12:54

Approved as to Form and Legality


Oakland City Attorney's Office

OAKLAND CITY COUNCIL

Resolution No. 86858 C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE OAKLAND UNIFIED SCHOOL DISTRICT FOR THE CITY'S USE OF THE MODULAR BUILDING AT 80 ECHO AVENUE FOR THE PIEDMONT AVENUE BRANCH LIBRARY FOR A FIVE YEAR TERM WITH LEASE PAYMENTS OF \$2,500 PER MONTH

WHEREAS, since 2012 the Piedmont Avenue Branch Library has been located on Oakland Unified School District (OUSD) property at 80 Echo Avenue at the Piedmont Avenue Elementary School; and

WHEREAS, the current lease agreement with OUSD for use of the modular building at 80 Echo Avenue expires September 6, 2017; and

WHEREAS, the City wishes to continue to operate a public library in this location; and

WHEREAS, the OUSD will lease the facility to the City at \$2,500 per month for five (5) years after the date of full execution of the lease agreement; and

WHEREAS, the OUSD is undertaking a comprehensive facilities master planning process which may identify standardized rates for agreements and which may call for an amendment to the proposed lease agreement and an adjustment to the lease payments, and City staff will seek City Council approval for any increase to the term of the lease or increase in the lease payments; and

WHEREAS, pursuant to the proposed lease, the City will be responsible for utilities on a prorated basis based on the square footage of the facility, and maintenance and custodial of the interior and surrounding premises of the facility; and

WHEREAS, the continuation of the library at this location will benefit not only OUSD students and area residents, but also others throughout the City; and

WHEREAS, the City desires to lease the property for a five-year period; and

WHEREAS, funding for the lease payments is available for fiscal year ("FY") 2017 - 2019, in Measure Q Fund (2241); and

WHEREAS, funding for the utilities, maintenance and custodial payments is available for FY 2017 - 2019, in City Facilities Services Fund (4400); now, therefore, be it

RESOLVED: That the City Administrator is hereby authorized to execute a lease agreement with the Oakland Unified School District for City's use of the modular building at the Piedmont Avenue Elementary School for a five (5) year term with lease payments of \$2,500 per month; and be it

FURTHER RESOLVED: That the City Administrator or her designee is hereby authorized to amend the lease agreement, not including extensions of the term or rent increases, without returning to the City Council, and to take any and all actions with respect to the lease necessary and consistent with this Resolution; and be it

FURTHER RESOLVED: That the lease agreement and other documents shall be approved as to form and legality by the Office of the City Attorney and a copy shall be placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, JUL 18 2017

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL-WASHINGTON, GALLO, GIBSON MCELHANEY, GUILLÉN, KALB, KAPLAN AND PRESIDENT REID *8*

NOES - *0*

ABSENT - *0*

ABSTENTION - *0*

ATTEST:

Latonda Simmons
LATONDA SIMMONS
City Clerk and Clerk of the Council of
the City of Oakland, California

**PROGRAMS & ACTIVITIES AGREEMENT BETWEEN THE OAKLAND UNIFIED
SCHOOL DISTRICT AND THE CITY OF OAKLAND REGARDING THE
THE PIEDMONT AVENUE BRANCH LIBRARY OF THE OAKLAND PUBLIC
LIBRARY**

In fulfillment of the Oakland Unified School District's (District) commitment to improve the quality of educational facilities for its students and in keeping with the goals stated in Bond Measure B, the District has agreed to allow the City of Oakland (City) to operate a public library on the site of the Piedmont Avenue Elementary School.

In meetings with the general and school communities of Piedmont Avenue, it has been agreed that a public library that operates on the school's site, and that may be used by both students and members of the public, enhances the services and facilities that might be offered by either agencies individually.

Consequently, the City and the District agree to the following joint cooperative activities:

SECTION 1 General

- (a) This Cooperative Activities Agreement is contingent upon approval by the governing bodies of each Party of the Joint-Use Lease Agreement between the City and the District and will become effective on the date when the last Party authorizes its designated representative to execute the Joint-Use Lease Agreement on behalf of that Party.
- (b) Standards for the operation of the library facility shall be generally consistent with the standards established for the operation of other Oakland Public Library facilities, including hours of operation, staff qualifications, materials selection guidelines and circulation policies, to the extent provided in this Agreement.
- (c) The primary purpose of the Piedmont Avenue Library shall be to equally serve the educational and recreational reading needs of the general public, students and faculty using the facility. The library modular facility shall be open for use to District students, faculty and administrators and members of the general public, in accordance with established policies and procedures of the Oakland Public Library and such additional policies and procedures as may be developed pursuant to authority granted in this Agreement.

SECTION 2 Definition of the Roles and Responsibilities of Each Party with Respect to Funding, Staffing, Supervision, Operation, and Management

- (a) A Library Coordination Committee (LCC) will be established to implement and evaluate the joint venture. The Committee will include two representatives from the Piedmont Avenue Elementary School (School) and two for the Piedmont Avenue Library (Library). The LCC will meet quarterly to review and implement the joint venture project and clarify guidelines for operations and services. Any issues that cannot be resolved by the LCC will be referred to the Library Director and the School Superintendent or their designee.

EXHIBIT A

- (b) In addition to participating in the LCC, the City and District will have the following responsibilities:

The City shall provide:

- Library staff for the operation of the library during public service hours; and to supervise day-to-day operations of the library.
- A general collection for use by students, faculty, administrators and the general public.
- Furnishings, equipment and supplies for the library.
- All necessary software and related equipment to operate the functions of circulation and collection management.

The District shall provide:

- Staff for operation of the library during non-public hours.
- Staff to supervise students brought into the library during school hours.

The Library Director, as a representative of the City, and the School Superintendent or designee shall meet to finalize and initiate any actions necessary to insure that any necessary adjustments are made to this Agreement.

SECTION 3 Description of the Joint Services and How They Will Be Provided

The joint use services include all available library collections, services and programs to support the K-5 students at the Piedmont Avenue Elementary School with which the library shares a campus, as well as other local schools.

In order to better implement the joint services, the Library has been designed with a separate, non-public school entrance available for all students and faculty who will be using the library during school hours. After-school entry will be through the public entrance.

Classes from the school may be scheduled for visits to the library on a regular basis. Classes from other local schools (traditional and charter) may also be scheduled. Planning for class visits will be done on a quarterly basis by the LCC, with the calendar maintained by the Library staff.

School staff shall supervise students using the library during school hours. Students may use the library whenever it is open to the public.

SECTION 4 Staff Members Available for Services

City-Library

The library staff available to assist the general public and school for general operations includes a Branch Manager, Children's Librarian, Library Assistant and Aide.

EXHIBIT A

To support the **joint venture** work with the school, additional staff will be assigned as needed.

District--School

For the **joint venture** services the District will provide:

Teachers or designated adults to supervise library use when the library is not open to the public and classes are brought in, and to supervise students using the library during school hours.

SECTION 5 Responsibility for the Operation, Maintenance and Management

The operation, management and supervision of day-to-day operations of the library will be the responsibility of the City, with advice from the LCC. The facility will be maintained per conditions outlined in the Joint-Use Lease Agreement.

During those school hours when the library is closed to the public, District staff will supervise any use by classes.

The parties shall develop a mutually agreeable security plan for the joint use facility prior to commencement of operation of the facility.

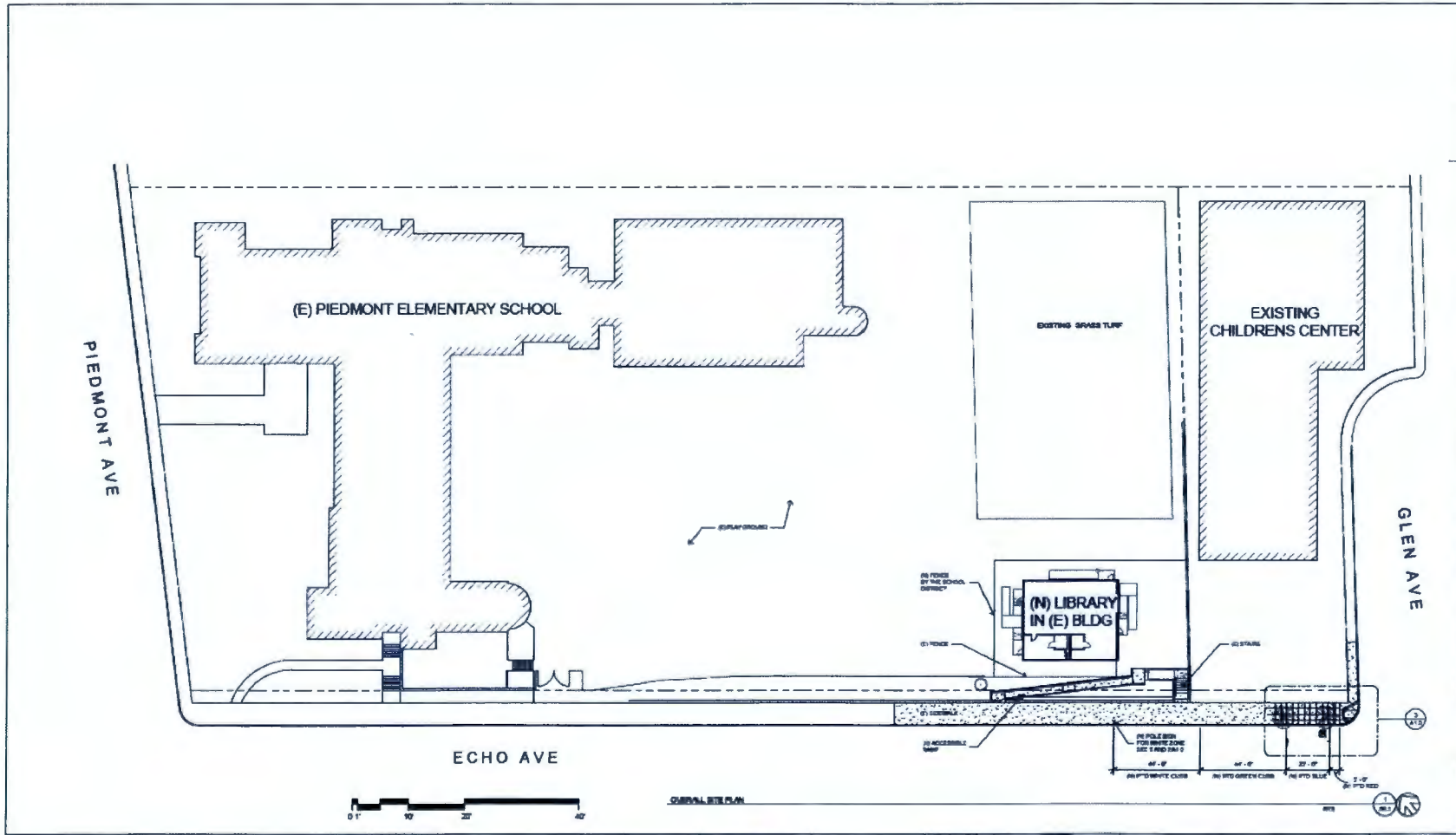
SECTION 6 Review and Modification Process for the Conditions of the Agreement

This Agreement will be reviewed quarterly by both Parties through the Library Coordination Committee for the first two years and semi-annually thereafter, with either party able to call for a review at any time. Proposed changes may be submitted to the Committee at any time in writing for consideration.

The agreement may be modified to provide services that meet the greater need of residents and students than the services described herein, provided that the services still meet the spirit and intent of the original cooperative. Changes to the conditions of the agreement will be made by written agreement signed by the Library Director and School Superintendent or their designee.

THIS EXHIBIT IS ATTACHED TO AND MADE A PART OF THE AGREEMENT OF THE JOINT-USE LEASE AGREEMENT BETWEEN THE CITY OF OAKLAND, OAKLAND PUBLIC LIBRARY AND THE OAKLAND UNIFIED SCHOOL DISTRICT FOR OPERATION OF A PUBLIC LIBRARY AT THE PIEDMONT AVENUE ELEMENTARY SCHOOL.

EXHIBIT B



		 <p>CITY OF OAKLAND OAKLAND PUBLIC WORKS AGENCY 1875 BUSH BLVD, SUITE 400 OAKLAND, CA 94612 PROJECT NO. CASB10</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CHECKED BY</td> <td style="width: 50%;">DA</td> </tr> <tr> <td>DRAWN BY</td> <td>DA</td> </tr> </table>	CHECKED BY	DA	DRAWN BY	DA	<p>PIEDMONT LIBRARY RELOCATION SUNDAY OAKLAND CA 94612</p> <p>OVERALL SITE PLAN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SCALE</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>AS SHOWN</td> <td>08/11/10</td> </tr> <tr> <td>PROJECT NO.</td> <td>081110</td> </tr> <tr> <td colspan="2" style="text-align: center;">SHEET NO. A0.1</td> </tr> <tr> <td colspan="2" style="text-align: center;">2 of 6</td> </tr> </table>	SCALE	DATE	AS SHOWN	08/11/10	PROJECT NO.	081110	SHEET NO. A0.1		2 of 6	
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SCALE	DATE																			
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PROJECT NO.	081110																			
SHEET NO. A0.1																				
2 of 6																				

EXHIBIT C

District's Form of Work Order



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Buildings & Grounds Work Order Protocol

- **WORK ORDERS ARE TO BE PLACED BY DESIGNATED SITE STAFF ONLY**
- **CONTACT WORK CONTROL CENTER AT (510)535-2718 WITH THE FOLLOWING INFORMATION:**
 1. Site Name (Site Number if applicable)
 2. Contact Name and Phone Number
 3. Exact nature of request (i.e. 2 light fixtures broken/missing in room 2 Main Building vs. replace light fixtures) – Please specify if EMERGENCY
 4. Specific location (Building/Room Number/Area)
 5. Obtain your Work Order number
- **WORK CONTROL HOURS: MONDAY – FRIDAY 7:30AM – 4:00PM**
 1. If Emergency and No Answer contact Main Office: (510) 535-2718
 2. If After Hours (For Emergency Only) contact on-call Manager: (510) 277-7284

OUR WORK CONTROL CENTER HAS THE RESPONSIBILITY OF EVALUATING AND ASSIGNING A PRIORITY LEVEL TO ALL WORK REQUESTS

PRIORITY LEVELS AND TIME LINES ARE AS FOLLOWS:

- **Emergency Requests -Same day** response whenever possible **or next business day**, depending on nature of problem and time received.
 1. **Emergencies consist of repairs/replacements that need to be addressed immediately in order to: Protect the health and safety of a student, employee or other person at the site and/or prevent damage to the integrity of the site** (see B&G Prioritization List for more details)
 - **Non-emergency requests** that require immediate attention, but do not require same day service completed within **1-7 business days**.
 - **Requests of a general nature** that do not pose an immediate threat to the safety of the facility or its occupants to be completed within **10-30 business days**.
-

- If you have placed a work order and the request has not been addressed within the allotted timeframe, please follow up with our Work Control Center at (510) 535-2718 (please have your work order number and date of request available), or email carla.colbert@ousd.k12.ca.us.

For Pest Management and custodial requests contact Custodial Services at (510) 434-2202
For Environmental concerns contact Risk Management at (510) 535-2750

EXHIBIT D
RESTRICTION ON CHEMICAL USAGE
(Administrative Regulation 3514.1)

Oakland Unified School District
Administrative Regulation

AR 3514.1
Business and Noninstructional Operations

Hazardous Substances

The disposal of chemicals may be accomplished in accordance with removal and disposal systems established by the County Office of Education or by permission of the County Superintendent of Schools. (Education Code 49411)

Hazard Communication Program

The written hazard communication program shall be available upon request to all employees and their designated representatives. (8 CCR 5194)

The following materials are exempted from the hazard communication program and this district regulation: hazardous wastes; tobacco products; wood and wood products; manufactured articles; food, drugs and cosmetics intended for personal consumption by employees while in the workplace; and substances used in compliance with regulations issued by the Department of Pesticide Regulation pursuant to Food and Agriculture Code 12981.

1. Container Labeling

Except for consumer products, pesticides, alcoholic beverages, and food, drug and additive products which are already labeled in compliance with federal law, no container of hazardous substance shall be accepted by schools or the district unless labeled by the supplier with the following information:

- a. Identity of the hazardous substance(s)
- b. Hazard warning statements
- c. Name and address of the chemical manufacturer or importer

Whenever hazardous substances are transferred from their original containers to other containers, the secondary containers shall likewise be labeled with the identity and hazard warning statement.

2. Material Safety Data Sheets

Upon receiving a hazardous substance or mixture, the Superintendent or Deputy Superintendent of Business shall ensure that the manufacturer has also furnished a Material Safety Data Sheet (MSDS) as required by law. If the MSDS is missing or obviously incomplete, the Superintendent or designee shall request a new MSDS from the manufacturer and shall notify the California Occupational Safety and Health Division (Cal/OSHA) if a complete MSDS is not received.

The Superintendent or Deputy Superintendent of Business shall maintain copies of the MSDS for all hazardous substances and ensure that they are kept up to date and available to all affected employees during working hours. He/she shall review each incoming MSDS for new and significant health or safety information and shall disseminate this information to affected employees.

3. Employee Information and Training

Employees shall receive inservice training on hazardous substances in their work area at the time of their initial assignment and whenever a new hazard is introduced into their work area. This training shall include but is not limited to: (8 CCR 5194)

- a. An overview of the requirements of California's Hazard Communication Regulation (8 CCR 5194), including employee rights described therein
 - b. The location, availability and content of the district's written hazard communication program
 - c. Information as to any operations in the employees' work area where hazardous substances are present
 - d. The physical and health effects of the hazardous substances in the work area
 - e. Techniques and methods of observation that may determine the presence or release of hazardous substances in the work area
 - f. Methods by which employees can lessen or prevent exposure to these hazardous substances, such as appropriate work practices, use of personal protective equipment and engineering controls
 - g. Steps the district has taken to lessen or prevent exposure to these substances
 - h. Instruction on how to read labels and review the MSDS for appropriate information
 - i. Emergency and first aid procedures to follow if exposed to the hazardous substance(s)
-

CITY OF OAKLAND CERTIFICATE OF SELF-INSURANCE

CERTIFICATE HOLDER: Oakland Unified School District
1000 Broadway, Suite 150
Oakland, CA 94607
(510) 879-4026

LOCATION OF OPERATION: Piedmont Avenue Library, 80 Echo Avenue, Oakland, CA

DESCRIPTION OF ACTIVITY: Lease of Modular Facility

DATE(S) OF COVERAGE: September 6, 2017 – September 5, 2022

CERTIFICATE ISSUER: CITY OF OAKLAND
HUMAN RESOURCES MANAGEMENT
RISK MANAGEMENT DIVISION
150 Frank Ogawa Plaza, 3rd Floor
Oakland, CA 94612
510-238-7165

This is to certify that the City of Oakland is self-insured for the following coverages:

<u>Type of Coverage(s)</u>	<u>Self-Insured Limit(s)</u>
I. General Liability:	\$1,000,000 ea. Occ./ \$2,000,000 aggregate
II. Automobile Liability	\$1,000,000 CSL
III. Completed Operations:	\$1,000,000 aggregate
<p>SPECIAL TERMS AND CONDITIONS: The following entities are hereby named as additional insured for the above referenced project in the covered areas of General Liability and Automobile Liability, but only as regards work performed by or on behalf of the City of Oakland and its employees in conjunction with the referenced event:</p> <ul style="list-style-type: none"> • Oakland Unified School District, its Board of Supervisors, the individual members thereof, and all officers, agents, employees and representatives. 	
<p>Should any of the above described programs of self-insurance be modified or cancelled before the expiration date shown below, the City of Oakland will give 30 days written notice to the named certificate holder. The coverages indicated herein are primary and any coverage by District is in excess. Cross Liability applies.</p>	
<p style="text-align: center;">It should be expressly understood, however, that the intent of the insurance evidenced herein is extended pursuant to the Administrative Policies of the City of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions shall invalidate this certificate.</p>	
<p>Note: Any unauthorized alteration of this certificate will render the intended coverage null and void.</p>	

DATE ISSUED: September 15, 2017

CERTIFICATE EXPIRES: September 5, 2022 @ 11:59 PM

Deborah Grant
AUTHORIZED SIGNATURE
RISK MANAGER