

Board Office Use: Legislative File Info.	
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Introduction Date	6-24-2020
Enactment Number	20-0980
Enactment Date	6/24/2020 lf



## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Tadashi Nakadegawa, Interim Deputy Chief, Facilities Planning and Management

**Board Meeting Date** June 24, 2020

**Subject** Amendment No. 1, Donation Agreement for the Coliseum College Preparatory Academy Project to Rose Foundation - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of Amendment No. 1, Donation Agreement between the District and Rose Foundation, Oakland, CA, for the latter to provide continued services, for the Coliseum College Preparatory Academy Project and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with a time extension scheduled to last until May 1, 2022, pursuant to the Amendment.

**Discussion** This Amendment includes a time extension of an additional 730 days. This project is still on-going with the said same contractor. No change to scope of work.

**LBP (Local Business Participation Percentage)** 0.00%

**Recommendation** Approval by the Board of Education of Amendment No. 1, Donation Agreement between the District and Rose Foundation, Oakland, CA, for the latter to provide continued services, for the Coliseum College Preparatory Academy Project and authorizing the President and Secretary of the Board to sign the Amendment for same with said Consultant with a time extension scheduled to last until May 1, 2022, pursuant to the Amendment.

**Fiscal Impact** Project is being funded through the Rose Foundation from the State of California Natural Resources Agency.

**Attachments**

- Amendment No. 1
- Insurance Certificate

## AMENDMENT NO. 1

### DONATION AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Rose Foundation. OUSD entered into an agreement with CONTRACTOR for services on **August 8, 2018**, ("Agreement"), and the parties agree to amend the Agreement for the Services with **Coliseum College Preparatory Academy Project** as follows:

1.	<b>Services:</b>	<input checked="" type="checkbox"/> The scope of work is <u>unchanged</u> .	<input type="checkbox"/> The scope of work has <u>changed</u> .
<p><b>If scope of work changed:</b> Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p>The CONTRACTOR agrees to provide the following amended services: This Amendment is for Time extension only. No changed to scope of work.</p>			
2.	<b>Terms (duration):</b>	<input type="checkbox"/> The term of the contract is <u>unchanged</u> .	<input checked="" type="checkbox"/> The term of the contract has <u>changed</u> .
<p><b>If term is changed:</b> The contract term is extended by an additional <u>Seven Hundred Thirty Days (730)</u>, and the amended expiration date is <u>May 1, 2022</u>.</p>			
3.	<b>Compensation:</b>	<input checked="" type="checkbox"/> The contract price is <u>unchanged</u> .	<input type="checkbox"/> The contract price has <u>changed</u> .
<p><b>If the compensation is changed:</b> The not to exceed contract price is</p> <p><input type="checkbox"/> Increased by: _____</p> <p><input type="checkbox"/> Decreased by _____ dollars and no/100 (\$ _____).</p> <p>Prior to this amendment, the not to exceed contract price was _____, and after this amendment, the not to exceed contract price will be: _____.</p>			

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**

There are no previous amendments to this Agreement.  This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Jody London*

Jody London, President,  
Board of Education

6/25/2020  
Date

*Kyla Johnson-Trammell*

Kyla Johnson-Trammell, Superintendent  
Secretary, Board of Education

6/25/2020  
Date

*Tadashi Nakadegawa*

Tadashi Nakadegawa, Interim Deputy  
Chief, Facilities Planning and Management

6/15/20  
Date

**Approval as to form:**

*[Signature]*  
[name]

6/15/20  
Date

General Counsel, Facilities, Planning and Management

**CONTRACTOR**

*[Signature]* 4/4/20  
Contractor Signature Date

Tim Little  
Print Name, Title  
Executive Director

**EXHIBIT "A"**  
**Scope of Work for Amendment**

**Contractor Name: Rose Foundation**

Detailed Description of Services to be provided: This Amendment is for Time extension only. No changed to scope of work.

2. Specific Outcomes:

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input type="checkbox"/> Prepare students for success in college and careers
<input type="checkbox"/> Develop social, emotional and physical health	<input checked="" type="checkbox"/> Safe, healthy and supportive schools
<input checked="" type="checkbox"/> Create equitable opportunities for learning	<input checked="" type="checkbox"/> Accountable for quality
<input type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district



WWW.ROSEFDN.ORG

201 4TH STREET, SUITE 102, OAKLAND, CA 94607  
ROSE@ROSEFDN.ORG

OFFICE: 510.658.0702  
FAX: 510.658.0732

**Amendment to August 8, 2018 Donation Agreement between Rose Foundation and Oakland Unified School District regarding Coliseum College Preparatory Academy Urban Greening Project**

Whereas: The Rose Foundation has secured grant funding from the California Natural Resources Agency to support an Urban Greening Project at Coliseum College Preparatory Academy; and,

Whereas: The Oakland Unified School District approved a Donation Agreement which allows the Rose Foundation to perform the Urban Greening Project. A copy of that Agreement is attached; and,

Whereas: In order to facilitate the full completion of the project, the California Natural Resources Agency has approved a Grant Extension to March 1, 2022. A copy of that Extension is attached; and,

Whereas: Oakland Unified School District wishes to correspondingly extend the Donation Agreement, and furthermore, wishes to change its designee under Section 30.d of the Agreement from Cesar Monterosa to Tadashi Nakadegawa, Acting Deputy Chief.

Now Therefore:

The Oakland Unified School District hereby amends the Donation Agreement as follows:

- The performance period is extended from May 1, 2020 until May 1, 2022.
- Oakland Unified School District hereby changes its designee under Section 30.d of the Donation Agreement from Cesar Monterosa to Tadashi Nakadegawa, Acting Deputy Chief.

In all other respects, the Donation Agreement and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof, the parties hereto have executed this Amendment by the signatures below:

For the Rose Foundation:

For: Oakland Unified School District

By: [Signature]

By: \_\_\_\_\_

Name: Tim Little

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: 3/7/2020

Date: \_\_\_\_\_



December 20, 2018

Tim Little  
Executive Director  
Rose Foundation for the Community and the Environment  
201 4th Street, Suite 102  
Oakland, CA 94607-4369

Re: Greenhouse Gas Reduction Fund – Urban Greening Grant Program  
Amendment #1 to Grant Agreement Number U29126-0

Dear Mr. Little:

Please find enclosed a fully-executed copy of the grant amendment to the above-referenced grant agreement. This amendment extends the project performance period to May 1, 2022 for grant number U29126-0.

Should you have any questions, please do not hesitate to contact me at (916) 651-7590 or via email [Larelle.Burkham-Greydanus@resources.ca.gov](mailto:Larelle.Burkham-Greydanus@resources.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Larelle Burkham-Greydanus". The signature is fluid and cursive.

Larelle Burkham-Greydanus  
Grants Administrator  
Bonds and Grants

Enclosures: 1

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax 916.653.8102 <http://resources.ca.gov>





Lee Sims &lt;lee.sims@ousd.org&gt;

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## Amended OUSD Donation Agreement

1 message

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**Kat Sawyer** <kat@thewatershedproject.org>

Thu, Mar 5, 2020 at 10:09 AM

To: Lee Sims &lt;lee.sims@ousd.org&gt;

Cc: Jill Ratner &lt;jratner@rosefdn.org&gt;, Tim Little &lt;tlittle@rosefdn.org&gt;, Juliana Gonzalez &lt;juliana@thewatershedproject.org&gt;

Good morning, Lee,

Attached please find the following documents as per your request:

- OUSD Donation Agreement
- CNRA Grant extension
- Amendment changing the period and name of OUSD contact

Please let me know if this is everything you need to keep things moving for us. If the attached Amendment looks good to the OUSD legal department, Tim Little will sign it for The Rose Foundation and we will deliver it in person.

We appreciate your help with the process of getting on the School Board Meeting Agenda. It looks like the Board just had its meeting last night. Do you think that we can get this item on the Agenda for the next meeting in April? That is our goal, as we must have all of our paperwork approved by CA Natural Resources Agency in order to move forward with construction. Time is of the essence!

Much appreciated,  
~Kat

Kat Sawyer, Program Manager  
Greening Urban Watersheds  
The Watershed Project  
1301 South 46th Street, B155  
Richmond Field Station  
Richmond, CA 94804

510.665.3430 **Main Number**  
415.424.1120 **Cell Number**  
kat@thewatershedproject.org

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### 3 attachments

**Amendment to OUSD Donation Agreement.docx**

196K

**RoseOUSDDonationAgreement copy.pdf**

5899K

**CNRA Grant Extension.pdf**

107K

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	18-1634
Introduction Date	8/8/18
Enactment Number	18-1295
Enactment Date	8/8/18 If



# OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Board Meeting Date** August 8, 2018  
*(To be completed by Procurement)*

**Subject** Donation Agreement - Rose Foundation (contractor) - Coliseum College Preparatory Academy (site/department)

**Action Requested** Approval by the Board of Education of a Donation Agreement between the District and the Rose Foundation. Services to be primarily provided to Coliseum College Preparatory Academy for the period of February 1, 2018 through May 1, 2020.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

The Rose Foundation for Communities and the Environment was founded in 1992, dedicated to the memory of Rose Ratner. The Foundation believes in the power of informed community involvement by supporting grassroots initiatives to inspire community action to protect the environment, consumers and public health. Environmental stewardship, community regeneration, consumer protection, robust civic participation and a healthy economy are all inextricably linked. Civic participation, especially by traditionally disempowered communities, often serves as the necessary catalyst. This project, funded by the State of California Natural Resources Agency, will convert built environments into green spaces that improve air and water quality and provide opportunities for walking, biking and recreation that are more sustainable and enjoyable while contributing to healthy and vibrant communities.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Donation Agreement between District and Rose Foundation, Oakland, CA, for the latter to provide an Urban Greening Grant Program that will removed asphalt and concrete in the outdoor recreation areas of Coliseum College Preparatory Academy; approximately 48 trees and 750 plants will be planted, one rain garden created and another restored; a rain barrel system and a French drain will integrate with stormwater drain sites for a natural stormwater capture/filtration system; minor park amenities will be install near the planting areas for the period of February 1, 2018 through May 1, 2020, at no cost to the District.

**Recommendation** Approval by the Board of Education of a Donation Agreement between the District and the Rose Foundation. Services to be primarily provided to Coliseum College Preparatory Academy for the period of February 1, 2018 through May 1, 2020.

**Fiscal Impact** Funding resource name (please spell out): Project is funded through the Rose Foundation from the State of California Natural Resources Agency.

**Attachments**

- Donation Agreement, Rose Foundation
- Grant Award Letter
- Exhibits A, B, C - State of California, Grant Agreement

1. Grant Agreement(s). The Parties acknowledge that, Rose Foundation's ability to design and install the Improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon grant money being paid by California Natural Resources Agency awarded for the design, installation, and maintenance of the Program. Accordingly, Rose Foundation will initially use its good faith efforts to apply for grants, and shall use good faith efforts to cooperate with OUSD in the grant application process. If those grants are not awarded Rose Foundation will determine if other prospective funding sources may be available.

The Parties acknowledge that, Rose Foundation's ability to design and install the Improvements set forth in the grant agreement between Rose Foundation and California Natural Resources Agency and to otherwise carry out its role as set forth in this Agreement is first contingent upon grant money being paid by California Natural Resources Agency as awarded for the design, installation, and maintenance of the Program. Accordingly, Rose Foundation will timely submit all necessary invoices and use good faith efforts to comply with all invoicing policies of the California Natural Resources Agency. Should payment for past work not be forthcoming within a reasonable period, Rose Foundation reserves the right to suspend work on the Program with notice to OUSD until payment is received from California Natural Resources Agency.

The Parties acknowledge that, Rose Foundation's ability to design and install additional improvements and to otherwise carry out its role as set forth in this Agreement is contingent upon additional grant money being awarded for the design, installation, and maintenance of further elements of the Program. Accordingly, Rose Foundation will use its good faith efforts to apply for grants, and shall use good faith efforts to cooperate with OUSD in the grant application process. If those grants are not awarded Rose Foundation will determine if other prospective funding sources may be available.

(a) Grant Applications. Rose Foundation shall lead the grant application process. OUSD shall cooperate in the grant application process and shall have an opportunity to review and comment upon grant applications. Where the grant application is not written to award the grant directly to OUSD at the outset, then OUSD, subject to approval by the respective grant funder and OUSD Board, shall accept an assignment of any Grant Agreement related to the development of the green schoolyards. Any grant applications shall make clear that OUSD is the owner of the sites and all improvements and, subject to funding, will be the long-term steward of the Improvements after they are completed by Rose Foundation and the Contractor (defined below).

(b) Incorporation by Reference. The terms of Rose Foundation's design, installation, and maintenance of the Improvements and payment therefore, shall be governed by the terms of this Agreement and any Grant Agreement. The terms of any Grant Agreement are specifically incorporated into this Agreement by this reference. In the event of any conflict between the terms of any Grant Agreement and the terms of this Agreement, the terms of the Grant Agreement shall control, then this Agreement. A copy of a template Grant Agreement is attached hereto for reference as Exhibit A.

7. Participatory Design Process. The Rose Foundation will collaborate with OUSD to ensure that the green schoolyard designs comply with OUSD grounds and schoolyard standards and can be incorporated into the OUSD Facilities Master Plan. The Rose Foundation will submit materials appropriately describing the Project to the California Resources Agency and will comply with all other grant requirements.

8. Right of Entry. During the Term, OUSD shall allow, with advance notice to OUSD, Rose Foundation and their employees and agents, full and unrestricted access to the the Project site to plan, install, and maintain the Improvements at no cost to OUSD. During the Term, OUSD gives Rose Foundation full authority to construct, operate, and maintain the Project with the Plans and Specifications agreed to by OUSD. A specimen Right of Entry is attached hereto as **Exhibit B**.

9. Design and Construction Documents. Rose Foundation shall secure and pay for the services of landscape architects, and engineers, if necessary, who will convert the conceptual design for each green schoolyard into detailed plans and specifications ("**Plans and Specifications**") for construction. The Plans and Specifications for each green schoolyard shall be subject to the approval of OUSD, provided that such approval shall not be unreasonably withheld. OUSD shall use its best efforts to approve or reject such Plans and Specifications within 30 days after their submission. OUSD shall provide Rose Foundation and the design team with specific and detailed explanations of any rejection, and shall work with the design team to resolve design flaws or problems on an expedited basis. Where practicable, the design team will use standard specifications for design components that have been approved in advance by OUSD, and will incorporate OUSD design standards into such specifications. Plans and Specifications for specific projects may also require the approval of the Division of the State Architect ("DSA"). Such approvals shall be in addition to the approval of OUSD. Rose Foundation, at its sole cost and expense, shall be responsible for ensuring that Plans and Specifications are properly approved by DSA prior to commencement of work.

10. Selection of a Contractor: Installation of the Improvements. Rose Foundation will select a contractor ("**Contractor**") in a manner required by law to construct and install the Improvements in accordance with the Plans and Specifications and the terms of any Grant Agreement, including any performance period for installation of the Improvements specified in any Grant Agreement. Rose Foundation shall require its contractor to provide a performance bond to ensure the completion of the Improvements.

11. Volunteer Labor. Certain aspects of preparation of green schoolyards such as planting, mulching, light construction (e.g., garden beds), weeding, pruning, removing plant materials that may attract rodents (i.e., fallen fruit, vines, certain ground covers, etc.) and artwork may be done with volunteer labor, including students, organized and supervised by Rose Foundation in collaboration with OUSD and the individual schools. No students will be utilized during instructional minutes of the schoolday unless directly supervised by an OUSD certificated teacher. Rose Foundation will hold semi-annual community work days to engage parents and other community

17. Indemnification.

(a) During the Term of this Agreement, with respect to each Project site which OUSD owns, Rose Foundation shall indemnify and save harmless OUSD and their respective officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of OUSD or whether liability without fault is imposed or sought to be imposed on OUSD, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of OUSD, its officers, agents or employees. The indemnity obligations described in this Section 17(a) shall survive expiration of this Agreement. In addition to Rose Foundation's obligation to indemnify OUSD, Rose Foundation specifically acknowledges and agrees that it has an immediate and independent obligation to defend OUSD from any claim that actually or potentially falls within this indemnification provision.

(b) Following issuance by OUSD of the Acceptance Letter and completion of the 20 year maintenance period, OUSD shall indemnify and save harmless Rose Foundation and their respective officers, agents and employees from any and all loss, expense, damage, injury, liability and claims thereof for injury to or death of a person or loss of or damage to property, resulting directly or indirectly from any activity or use under this Agreement, regardless of the negligence of Rose Foundation or whether liability without fault is imposed or sought to be imposed on Rose Foundation, except to the extent that such loss, damage, injury, liability or claim is the result of the gross negligence or willful misconduct of Rose Foundation, its officers, agents or employees. The indemnity obligations described in this Section 17(b) shall survive expiration of this Agreement. In addition to OUSD's obligation to indemnify Rose Foundation and GSA, OUSD specifically acknowledges and agrees that it has an immediate and independent obligation to defend Rose Foundation from any claim that actually or potentially falls within this indemnification provision.

18. Insurance. During the Term, Rose Foundation shall maintain the insurance coverage required under any of the Grant Agreements. In addition the general liability and automobile liability policies of such coverage shall contain, or be endorsed to contain, the following provisions:

- a. The OUSD, its officers, agents and employees shall be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Rose Foundation during the Term; and with respect to liability arising out of work or operations performed by or on behalf of the Rose Foundation during the Term, including materials, parts or equipment furnished in connection with such work or operations.
- b. For any claims related to this agreement, Rose Foundation's insurance coverage shall be primary insurance with respect to OUSD, its officers, agents and employees.

procedures. Signage shall be installed by Rose Foundation during installation of the Improvements or by OUSD following Final Acceptance, in accordance with the requirements of any Grant Agreement.

23. Program Promotion. OUSD agrees that OUSD staff will actively participate in the program in ways that will promote its success, which may include attending press conferences and other publicity events associated with the program, communicating with government officials regarding the program, and working to achieve the success of the program at each school.

24. Publicity. The Parties agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this Agreement or the design or construction of any Improvements except as may be legally required by applicable laws, regulations, or judicial order. The Parties agree to notify each other in writing of any press release, public announcement, or marketing of the Program. Further, any press release, public announcement, marketing materials or brochures, prepared by any Party shall refer to the Program as a joint project between Rose Foundation, California Natural Resources Agency, and OUSD. To the extent stipulated in any Grant Agreement, the Parties shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any Grant Agreement, and provide the opportunity for attendance and participation by grantors representatives. Further, the Parties shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of all three Parties; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by any of the three Parties, in whole or in part pursuant to installation of the Improvements, shall contain acknowledgements required under all applicable Grant Agreements.

25. OUSD "Garden Steward". Subject to interest and labor agreements, OUSD will designate a "garden steward" who is a member of the school community who will serve as a liaison for Rose Foundation and the District and provide basic upkeep for the living schoolyard.

26. Termination. Any failure to perform or comply with any of the terms, covenants, obligations, conditions or representations made under this Agreement shall constitute an event of default ("**Event of Default**"), provided that Rose Foundation shall have a period of 15 business days from the date of written notice from OUSD of such failure within which to cure such default under this Agreement, or, if such default is not capable of cure within such 15-day period, Rose Foundation shall have a reasonable period of time to complete such cure if Rose Foundation promptly undertakes action to cure such default within such 15-day period and uses its best efforts to complete such cure within 60 calendar days after receipt of notice of default. Upon occurrence of an Event of Default by Rose Foundation, OUSD shall have the right, in its sole discretion, to seek enforcement of the terms and conditions of this Agreement, to terminate this Agreement or to exercise any of its rights or remedies available at law or in equity.

(c) All actions described herein including but not limited to the construction of the Improvements on the Prospective Site as permitted herein, are subject to and must be conducted and accomplished in accordance with the applicable requirements of the City of Oakland and County of Alameda's charters, their municipal codes and applicable state and federal laws, building codes and regulations.

(d) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by OUSD hereunder may be made by Cesar Monterrosa, Director of Facilities of OUSD or his or her designee in his or her sole and absolute discretion.

IN WITNESS WHEREOF, the parties have caused this Donation Agreement for Development and Construction of Living Schoolyards on Oakland Unified School District Campuses to be executed as of the date first written above.

**OAKLAND UNIFIED SCHOOL DISTRICT**, a California public school district.

By: *Aimee Eng* Date \_\_\_\_\_  
President, Aimee Eng

By: *Kyla Johnson Trammell* Date \_\_\_\_\_  
Kyla Johnson Trammell, Superintendent  
and Secretary of the Board

**Rose Foundation for Communities and the Environment**, a California nonprofit public benefit corporation.

By: *Tim Little* Date: 6/29/18

*Tim Little, Executive Director*

OAKLAND UNIFIED SCHOOL DISTRICT

Office of the General Counsel

APPROVED FOR FORM & SUBSTANCE

By: *Marion McWilliams*

Marion McWilliams, General Counsel

EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY  
GRANT AGREEMENT

Urban Greening Grant Program  
Senate Bill (SB) 859- Greenhouse Gas Reduction Fund

**Grantee Name:** Rose Foundation for the Community and the Environment  
**Project Title:** Coliseum College Prep DAC High School Greening Project  
**Agreement Number:** U29126-0  
**Project Location:** 1390 66<sup>th</sup> Avenue at the Coliseum College Prep Academy

**Project Scope:**

The project will remove asphalt and concrete in the outdoor recreation areas of Coliseum College Prep Academy in Oakland. Approximately 48 trees and 750 plants will be planted, one rain garden created and another restored. A rain barrel system and a French drain will integrate with stormwater drain sites for a natural stormwater capture/filtration system. Minor park amenities will be installed near the planting areas. Project components include:

- Removing approximately 2,800 sq. ft. of asphalt including excavation of about 48 tree-well sites;
- Planting approximately:
  - 48 drought tolerant trees, with about 23 trees 60-ft. from conditioned;
  - 750 native, drought-tolerant understory plants;
- Reconfiguring approximately 687 linear feet of gutters for use with rain barrels, tree wells, and stormwater capture filtration system;
- Restoring a raingarden near the school cafeteria;
- Installing at least one:
  - planting strip adjacent to a parking lot;
  - rain barrel system;
  - French drain;
  - natural stormwater capture/filtration system;
  - rain garden at the south corner of school;
  - temporary irrigation system using approximately 240 Driwater tube and gel packs;
  - bike rack;
  - funding sign;
- Installing approximately:
  - 2 cubic yards of drain rock;
  - 2,100 sq. ft. of mulch;
  - 60 cubic yards of soil amendment;
  - seven benches;
  - seven picnic tables;
- Establishing and monitoring all plants, trees, and stormwater capture.

**Exhibit B**

**PERMIT TO ENTER**

This Permit to Enter from Oakland Unified School District ("Permit") is entered as of August 7, 2018, by and between Oakland Unified School District ("OUSD"), a California public school district and The Rose Foundation for Communities and the Environment ("Rose Foundation"),

By this Permit, OUSD gives, the Rose Foundation, its subcontractors and GSA permission to enter, with advance notice to OUSD, the Coliseum College Prep academy and Roots International Academy (Parcel #41-4132-15-3) for the purpose of designing, implementing, and maintaining the agreed upon improvements.

In exchange for this permission to enter the Property, OUSD requires that the Rose Foundation, and its agents, employees, and subcontractors agree to and shall:

(a) Release, protect, defend, indemnify, and hold harmless Landowner and its successors and assigns, respective directors, officers, employees, partners, and consultants from and against any and all liability, loss, damage, claims, demands, governmental penalties, governmental fines, cost and expense of whatsoever nature (including without limitation court costs and attorney fees) arising out of your negligent or wrongful acts in connection with your entering the Property.

(b) Comply with all applicable laws, rules, ordinances and regulations including fingerprinting requirements

(c) Notify and coordinate access with the individual Schools.

You understand and acknowledge that, in entering upon the Property, you may be exposed to site conditions which are dangerous. You assume any and all risks in entering, and while upon, the Property.

Please sign and print your name on the attached sheet, agreeing to the above terms.

This Permit to Enter shall not be valid unless and until it is signed by all parties, with a signed copy returned (via email or U.S mail) to the other party.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title: