

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	21-2551
Introduction Date	11/17/21
Enactment Number	21-1828
Enactment Date	11/17/2021 CJH



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Meeting Date** November 17, 2021

**Subject** Grant Agreement – City of Oakland – OUSD Central Kitchen, Educational Center and Instructional Farm – Community Schools and Student Services Department

**Ask of the Board** Approval by the Board of Education of Grant Agreement by and between the District and the City of Oakland for programming at the Center.

**Background** In November 2016, Oakland voters adopted the Sugar-Sweetened Beverage Product Tax on distributors of sugar-sweetened beverage products in the city. Products whose distribution is subject to the tax include both products like soda, energy drinks, and heavily presweetened tea, as well as the “added caloric sweeteners” used to produce them, such as the syrup used to make fountain drinks.

The funds collected by this excise tax are to be used to establish and/or fund programs to prevent or reduce the health consequences of the consumption of sugar-sweetened beverages in Oakland communities, including but not limited to programs and projects to improve community nutrition, reduce childhood obesity and tooth decay, increase physical activity and prevent diabetes in children and families, especially those most affected by health disparities.

The City of Oakland has chosen to fund activities at The Center for the period July 1, 2021 through June 30, 2023 in the amount of \$1,000,000.00.

**Discussion** This grant is supporting funding gaps identified to build the environment, food and garden programming at the new Central Kitchen, Education Center and Instructional Farm and District wide for our school sites. It is integral to building these programs for our students long term.

This funding will support activities such as Harvest of the Month, California Thursdays and Breakfast in the Classroom at all schools. It will also support schools in addressing food/nutrition insecurity by providing access to healthy

food for students, families, and community members through the school meal program, the school garden, food recovery programs, food pantries, produce distribution, and other events.

**Fiscal Impact** Grant in the amount of \$1,000,000.00

**Attachment(s)**

- Grant Management Face Sheet
- Grant Agreement

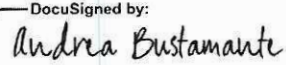
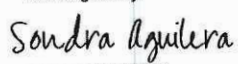
## OUSD Grants Management Face Sheet

<b>Title of Grant:</b> <b>Central Kitchen and Education Center Support</b>	<b>Funding Cycle Dates:</b> 7/1/21 to 6/30/23
<b>Grant's Fiscal Agent:</b> (contact's name, address, phone number, email address) City of Oakland Sandra Taylor, Manager 150 Frank H. Ogawa Plaza, Suite 4216 Oakland CA 94612 <a href="mailto:staylor@oaklandca.gov">staylor@oaklandca.gov</a> 510-238-6379	<b>Grant Amount for Full Funding Cycle:</b>  \$1,000,000
<b>Funding Agency:</b> City of Oakland 150 Frank H. Ogawa Plaza, Suite 4216 Oakland CA 94612	<b>Grant Focus:</b> To support environment, food and garden programming for OUSD schools and The Center
<b>List all School(s) or Department(s) to be Served:</b> The Central Kitchen, Education Center and Instructional Farm (The Center)	


Information Needed	School or Department Response
How will this grant contribute to sustained student achievement or academic standards?	This grant is supporting funding gaps identified to build the environment, food and garden programming at the new Central Kitchen, Education Center and Instructional Farm and District wide for our school sites. It is integral to building these programs for our students long term.
How will this grant be evaluated for impact upon student achievement?  (Customized data design and technical support are provided at 1% of the grant award or at a negotiated fee for a community-based fiscal agent who is not including OUSD's indirect rate of 3.25% in the budget. The 1% or negotiated data fee will be charged according to an Agreement for Grant Administration Related Services payment schedule. This fee should be included in the grant's budget for evaluation.)	Part of this funding goes to the build out of a multi-year evaluation plan. Some identified areas for initial evaluation include use of the California Healthy Kids Survey; surveying students with a pre/post EATS survey tool; creating a dashboard to demonstrate meal participation, food sourcing, Harvest of the Month participation, etc.
Does the grant require any resources from the school(s) or district? If so, describe.	No
Are services being supported by an OUSD funded grant or by a contractor paid through an OUSD contract or MOU?  (If yes, include the district's indirect rate of 3.25% for all OUSD site services in the grant's budget for administrative support, evaluation data, or indirect services.)	There will likely be contractors paid through this grant.
Will the proposed program take students out of the classroom for any portion of the school day? (OUSD reserves the right to limit service access to students during the school day to ensure academic attendance continuity.)	No

<p>Who is the contact managing and assuring grant compliance? (Include contact's name, address, phone number, email address.)</p>	<p>Michelle Oppen Community Schools and Student Services Department Oakland Unified School District The Center Community and Education Program Team 2850 West Street 415-823-4315 Michelle.oppen@ousd.org</p>
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**Applicant Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Principal/Administrator	Andrea Bustamante	<small>DocuSigned by:</small> 	10/22/2021
Chief Academic Officer	Sondra Aguilera	<small>DocuSigned by:</small> 	10/22/2021

**Grant Office Obtained Approval Signatures:**

Entity	Name/s	Signature/s	Date
Fiscal Officer	N/A		
Superintendent	Kyla Johnson-Trammell		11/18/2021

**GRANT AGREEMENT  
BETWEEN THE CITY OF OAKLAND  
AND OAKLAND UNIFIED SCHOOL DISTRICT**

This Grant Agreement (the “Agreement”) dated October 1, 2021 is made and entered into by and between the City of Oakland, a municipal corporation (the “City”), and Oakland Unified School District, a California public entity (“Grantee”) (collectively the “Parties”).

RECITALS

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the City and Grantee:

WHEREAS, Section 806 of the City Charter provides that all monies received by the City shall be deposited in the City Treasury, and no monies shall be disbursed from the treasury without the approval of the City Administrator or of another officer duly authorized by him/her and that no expenditure of City funds shall be made except for the purposes and in the manner specified by an appropriation of the Council; and

WHEREAS, the City Council has reviewed departmental and non-departmental budgets in light of revenue estimates for Fiscal Years (FY) 2021-23 and has conducted multiple public budget hearings; and

WHEREAS, the City Council has carefully considered the proposed budget for Fiscal Years 2021-23 as set forth in the FY 2021-23 Proposed Policy Budget document; and

WHEREAS, the City Council has agreed on modifications to the proposed budget as shown in Exhibit 1, FY 2021 -23 Proposed Biennial Budget Errata 1, Exhibit 2, FY 2021 - 23, Council Amendments, and Exhibit 3, Council Budget Policy Directives, which together with the proposed budget constitute the Fiscal Years 2021-23 Adopted Policy Budget; now therefore be it

RESOLVED: That the City Council hereby adopts the proposed budget as modified by Exhibit 1, Exhibit 2, and Exhibit 3 as the City of Oakland Adopted Policy Budget for Fiscal Years 2021-23; and be it

FURTHER RESOLVED: That the City Administrator is authorized to expend City funds in accordance with the laws of the State of California and the City of Oakland, and the City of Oakland FY 2021-23 Adopted Policy Budget attached hereto; and be it

FURTHER RESOLVED: That the City Administrator may transfer operating appropriations between activity programs during the fiscal year provided that such funds remain within the departments in which the funds were approved by City Council; and be it

FURTHER RESOLVED: That the City Administrator may transfer capital appropriations between the Capital Improvement Program and operating departments to the extent that such transfers are necessary to fund capital-related activities of the operating departments; and be it

FURTHER RESOLVED: That the City Administrator may transfer operating appropriations and positions between the Department of Finance and the Department of Transportation, the City Administrator’s Office and the Department of Economic and Workforce Development, the Oakland Police Department and the Department of Transportation, the City Administrator’s

Office and the Department of Animal Services, the City Administrator's Office and the Department of Human Services during Fiscal Years 2021-23 to facilitate the establishment and operations of those organizational units; and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized to periodically transfer funds between Departments and completed projects as needed in order to clean-up negative budget balances within the same Fund; and be it

FURTHER RESOLVED: That the City Administrator may periodically transfer unexpended funds from the Unclaimed Cash Fund (Fund 7440) to the General Purpose Fund (Fund 1010); and be it

FURTHER RESOLVED: That the City Administrator is hereby authorized and directed to calculate all required set-asides and make appropriate adjustments, based on the final adopted budget amendments, as legally required, such as Kid's First!, the Vital Services Stabilization Fund and the 7.5 percent Emergency Reserve; and be it

FURTHER RESOLVED: That the City Council authorizes the City Administrator to create Fund 1011- The General Purpose Fund Emergency Reserve Fund in accordance with City Council Resolution No. 88574 C.M.S.; and be it

FURTHER RESOLVED: That the City Administrator must obtain approval from the City Council before (1) substantially or materially altering the relative department allocations of funding set out in the Adopted Policy Budget, (2) substantially or materially changing the levels of service expressly prioritized and funded by the Adopted Policy Budget including but not limited to layoffs and/or freezes that would substantially or materially (a) change levels of service, or (b) affect programs, or (3) eliminates or suspends entire programs funded by the Adopted Policy Budget; and be it

FURTHER RESOLVED: That this Resolution shall take effect immediately upon its passage.

**NOW, THEREFORE,** it is mutually understood and agreed by and between the undersigned parties that the Agreement is amended as follows:

1. Effective Date

This Agreement shall become effective on the date it is executed by all Parties. If the Agreement is not executed by all Parties on the same date, the Agreement shall be effective on the date it is last executed by a Party.

2. Grant

Subject to the terms and conditions of this Agreement, the City agrees to provide a grant of funds to Grantee in an amount up to ONE MILLION DOLLARS (\$1,000,000.00) (the "Grant").

3. Scope of Work

As a condition of this Grant, Grantee must diligently and in good faith perform the community-related work, services, and activities (“Work”) specified in the **Scope of Work** attached to this Agreement as **Schedule A** and incorporated herein by reference.

Grantee shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. The Project Manager for the City shall be Sandra Taylor.

4. Agreement Documents and Provisions

Grantee shall perform or arrange for the performance of Work under this Agreement in accordance with conditions of this Agreement including the attached Scope of Work in addition to City of Oakland rules, regulations and policies and applicable federal and state laws.

5. Time of Performance

The time for performance under this Agreement shall begin on July 1, 2021, and shall end on June 30, 2023 (“Term”).

6. Method of Payment

Grantee shall be paid for the performance of the Work set forth in **Schedule A** in accordance with the program **Budget, Schedule B**. Payments shall be based on actual eligible costs, fees and expenses incurred by Grantee for the Work but shall be “Capped” so as not to exceed ONE MILLION DOLLARS (\$1,000,000.00) for the grant Term. Payments will be due upon completion of the Work or as otherwise specified in **Schedule A** or **Schedule B**. Grantee shall submit an invoice accompanied by an itemization of expenditures submitted for reimbursement prepared on the City’s expense forms. Invoices shall include a description of the Work completed, itemized costs, fees and expense and the amount due.

Grantee shall submit a request for payment accompanied by an itemized list of eligible expenditures. Each request for payment shall include a description of the Work completed, a report detailing the clients served under this Agreement, the current status of their cases, and aggregate results to date. If Grantee’s performance is not on pace to meet or exceed performance goals under this Agreement, Grantee shall provide an explanation for not meeting performance goals and a detailed plan to increase client service levels for the remainder of the Term of this Agreement in order to meet performance goals.

The documents submitted will be reviewed and approved for payment by the Project Manager. The City shall have sole and absolute discretion to determine the sufficiency of supporting documentation for payment. Determination of satisfactory completion of the

Work will be based on an overall assessment of the progress Grantee has made towards achieving the goals of the Agreement and the performance measures.

All authorized obligations incurred in the performance of the terms of this Agreement must be reported to the City within 30 days following the completion or termination of this Agreement. No claims submitted after the 30-day period will be recognized as binding upon the City for payment. Any obligations and/or debts incurred by Grantee and not reported to the City within the 30-day period become the sole liability of Grantee, and the City shall be relieved of any and all responsibilities.

## 7. Prompt Payment

This Agreement is subject to the Prompt Payment Ordinance codified in Chapter 2.06 of the Oakland Municipal Code. Under said Ordinance, the City must disburse Grant funds to Grantee within 20 business days after receipt of an undisputed request for payment. An undisputed request for payment is a request for payment that is not a “disputed invoice” within the meaning of the Prompt Payment Ordinance. Under the Ordinance, a “disputed invoice” is an invoice or request for payment that is either (1) improperly executed by Grantee, (2) contains errors, (3) requires additional evidence to determine its validity, and/or (4) contains expenditures or proposed expenditures that are ineligible or that do not otherwise comply with reimbursement or disbursement requirements of the City or another grant funding source. If a request for payment is “disputed”, the payment/disbursement shall not be subject to late penalties until the dispute is resolved. In the event a request for payment is disputed, the City shall notify Grantee and the City’s Liaison (as defined in the Prompt Payment Ordinance) in writing within five business days of receiving the disputed request for payment that there is a bona fide dispute, in which case the City shall withhold the disputed amount and may withhold the full amount if the funding source for the Grant requires that the disputed expenditures be fully resolved prior to any disbursement of Grant funds. If the funding source for the Grant requires its review and approval before payments are made to Grantee, this period shall be suspended for any period of review by said agency. If any amount due by the City to be disbursed to Grantee pursuant to this Agreement is not timely paid in accordance with the Prompt Payment Ordinance, Grantee is entitled to interest penalty in the amount of 10% of the improperly withheld amount per year for every month that payment is not made, provided that Grantee agrees to release the City from any and all further claims for interest penalties that may be claimed or collected on the amount due and paid. Grant recipients that receive interest penalties for late payment pursuant to the Prompt Payment Ordinance may not seek further interest penalties on the same late payment in law or equity.

The Prompt Payment Ordinance further requires that, unless specific exemptions apply, Grantee shall pay undisputed invoices of its subcontractors for goods and/or services within 20 business days of submission of invoices unless Grantee notifies the City’s Liaison in writing within five business days that there is a bona fide dispute between Grantee and



claimant, in which case Grantee may withhold the disputed amount but shall pay the undisputed amount. Disputed payments are subject to investigation by the City's Liaison and, and upon the filing of a compliant, Grantee, if opposing payment, shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Grantee fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Grant payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims. Grantee is not allowed to retain monies from subcontractor payments for goods as project retention and is required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five business days of payment. For the purpose of posting on the City's website, Grantee is required to file notice with the City of release of retention and payment of mobilization fees, within five business days of such payment or release; and Grantee is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

#### 8. Evaluation, Monitoring and Reporting

Grantee shall be monitored and evaluated by the City in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Scope of Work. Grantee shall undertake continuous quantitative and qualitative evaluation of the Scope of Work as specified in this Agreement and shall make written reports on the results of such evaluation to the Project Manager as reasonably requested by the Project Manager.

In addition to the financial requirements described elsewhere in this Agreement, Grantee agrees that authorized representatives of the City may perform fiscal monitoring of Grantee's record-keeping and reporting to assure compliance with this Agreement.

#### 9. Program Income

Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the City and must be transmitted to the City promptly.

#### 10. Proprietary or Confidential Information of the City

Grantee understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Grantee may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Grantee agrees that all information disclosed by the City to Grantee

shall be held in confidence and used only in performance of the Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent Grantee would use to protect its own proprietary data.

#### 11. Records and Audit

Grantee must maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement, and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement. Grantee agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by the City, and all state and/or federal audit requirements applicable to the funding sources of the Grant. The City shall notify the Grantee of any records it deems in its reasonable judgment to be insufficient. Grantee shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, Grantee shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. Grantee must maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Grantee under this Agreement.

Grantee must make available at Grantee's office for examination at reasonable intervals and during normal business hours to the City's representatives, as well as representatives of agencies providing funding for the Grant, all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of Grantee in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The City's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of Grantee in general, throughout the term of this Agreement and for three years following the expiration of the term of this Agreement.

#### 12. Fraud, Waste and Abuse

Grantee must immediately inform the City of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with the Work.

#### 13. Assignment and Subcontracting

Grantee may not assign, subcontract, or otherwise transfer any rights, duties, obligations or interest in this Grant or Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City, and any attempt to assign,

subcontract, or transfer without such prior written consent shall be void. Consent to any single assignment, subcontract, or transfer shall not constitute consent to any further assignment, subcontract or transfer.

#### 14. Publicity

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

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

#### 15. Insurance

Unless a written waiver is obtained from the City’s Risk Manager, Grantee must provide the insurance listed in the City of Oakland **Insurance Requirements** attached hereto as **Schedule Q** and incorporated herein by reference.

#### 16. Indemnification

- a. Grantee agrees to indemnify and hold harmless the City, its agencies, departments, councilmembers, officers, directors and employees (collectively “Indemnitees”) from, and, upon request, to defend Indemnitees against, any and all liabilities, obligations, losses, damages, fines, penalties, claims (including but not limited to claims for property damage, personal injury, and wrongful death), actions, suits, judgments, costs or expenses of whatsoever kind and nature (including reasonable attorney’s fees) caused by or arising directly or indirectly from 1) a material breach of the terms of this Agreement by Grantee, 2) a negligent, grossly negligent or willful act or omission of Grantee in performance of this Agreement or expenditure of the grant funds, or 3) the violation by Grantee of any federal, state or local laws or regulations in performance of this Agreement or expenditure of the grant funds.
- b. The term “Grantee” as used in this indemnification provision includes Grantee, its board members, officers, directors, employees, and agents.
- c. The City agrees to promptly provide Grantee written notice of any claim of loss or damage subject to this indemnification provision and to cooperate with Grantee, in the

defense against any such claim and all related settlement negotiations to the extent that cooperation does not conflict with City's interests

- d. The City reserves the right retain its own legal counsel for the purposes of participating in the defense against any claim of loss or damage subject to this indemnification provision if Grantee fails or refuses to defend the City with counsel reasonably acceptable to the City. In no event shall either Grantee or the City agree to the settlement of any claim described herein without the prior written consent of the other party.
- e. Notwithstanding anything to the contrary contained herein, Grantee's liability under this Agreement shall not extend to any action or claim arising from the sole negligence, gross negligence or willful misconduct of an Indemnitee.
- f. All of Grantee's obligations under this section are intended to apply to the fullest extent permitted by law (including without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this section shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement.
- h. The City's liability under this Agreement shall be limited to payment of Grantee in accord with the terms and conditions of this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

#### 17. Non-Liability of City

No councilmember, official, officer, director, employee, or agent of the City shall be liable to Grantee for any obligation created under the terms of this Agreement except in the case of actual fraud or willful misconduct by such person.

#### 18. Right to Offset Claims for Money

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

#### 19. Events of Default and Remedies

The occurrence of any of the following shall constitute a material default and breach of this Agreement by Grantee:

- a. The use or expenditure of funds provided under this Agreement by Grantee in any manner that is not consistent with the purpose of this Agreement as set forth in Subsection 3 above or in compliance with the Grantmaking criteria set forth in Schedule A attached hereto;
- b. Substantial failure by Grantee to observe and perform any other material provision of this Agreement; or
- c. Grantee's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

The City shall give written notice to Grantee of any default by specifying (a) the nature of the event or deficiency giving rise to the default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall be not less than 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Grantee shall not be in default if Grantee cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Grantee begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Grantee's cure of the specified breach. Upon an event of default that has not been cured by Grantee, the City, in its discretion, may take any of the following actions:

- d. Terminate this Agreement in whole or in part;
- e. Suspend payments under this Agreement;
- f. Demand immediate reimbursement of any funds disbursed under this Agreement other than funds Grantee has: (i) regranted or (ii) is legally bound to regrant to organizations as contemplated hereunder;
- g. Bring an action for equitable relief (i) seeking the specific performance by Grantee of the terms and conditions of the Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief;
- h. Bar Grantee from future funding by the City; and/or

- i. Pursue any other remedy available at law or in equity.

Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on June 30, 2023.

## 20. Termination or Modification for Lack of Appropriation

The City's obligations under this Agreement are contingent upon the availability of funds from the funding source for this Grant. The City may terminate this Agreement on 30 days written notice to Grantee without further obligation if said funding is withdrawn or otherwise becomes unavailable for continued funding of the Work.

## 21. Litigation and Pending Disputes

Grantee shall promptly give notice in writing to the City of any litigation pending or threatened litigation against Grantee arising from or related to Grantee's Oakland Unified School District - Central Kitchen, Education Center and Instructional Farm Partnership Program in which the amount claimed is in excess of \$50,000. Grantee shall disclose, and represents that it has disclosed, any and all pending disputes with the City by completing Schedule K, Pending Dispute Disclosure, attached hereto and incorporated herein prior to execution of this Second Amendment. Failure to disclose pending disputes prior to execution of this First Amendment shall be a basis for termination of this Agreement.

## 22. Conflict of Interest

- a. Grantee certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- b. Grantee warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Grantee shall exercise due diligence to ensure that no such official will receive such an interest.

- c. Grantee further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Grantee to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Grantee or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in (a) any for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than \$500, or value of the gift totaled more than \$500 the previous year. Grantee agrees to promptly disclose to the City in writing any information it may receive concerning any such potential conflict of interest. Grantee's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).
- d. Grantee shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.
- e. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.
- f. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Grantee understands and agrees that, if the City reasonably determines that Grantee has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, and/or (3) require reimbursement by Grantee to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Grantee is responsible for the conflict of interest situation.

### 23. Non-Discrimination/Equal Employment Practices

Grantee shall not discriminate against any person or group of persons in any manner prohibited by federal, state or local laws applicable to Grantee.

During the performance of this Agreement, Grantee agrees as follows:

- a. Grantee and Grantee's subgrantees, if any, shall not discriminate against any employee or applicant for employment because of actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Grantee and Grantee's subgrantees shall state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to actual or perceived age, marital or familial status, religion, gender, gender identity, gender expression, sexual orientation, race, creed, color, genetic information, ancestry, national origin, physical or mental disability including Acquired-Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC), or military status.
- c. Grantee shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Grantee will send to each labor union or representative of workers with whom Grantee has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Grantee's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 24. Local/Small Local Enterprise Participation

The City has established requirements for participation by local and small local businesses, including local nonprofit organizations and small local nonprofit organizations, in publicly supported projects. Unless otherwise indicated, the City acknowledges that Grantee complies with these requirements.

#### 25. Living Wage Requirements



Grantee will be considered a City Financial Assistance Recipient (“CFAR”) and must comply with the Oakland Living Wage Ordinance if it receives \$100,000 or more in financial assistance from the City during a 12-month period. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of CFARs (OMC 2.28, Ord. 1250 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, that Grantee provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum Compensation - As of July 1, 2021, said employees shall be paid an initial hourly wage rate of **\$15.30** with health benefits or **\$17.56** without health benefits. Grantee agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **\$2.26** per hour. Grantee shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full-time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Grantee shall inform employees that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees.
- e. Grantee shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City’s Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Grantee shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

- g. Reporting – Grantee shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Grantee shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Grantee shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
- h. Grantee shall require subgrantees that provide services under or related to this Agreement to comply with the above Living Wage provisions. Grantee shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of Contract Compliance.

## 26. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance codified in Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City grantees between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

The Ordinance shall only apply to those portions of a Grantee’s operations that occur (1) within the City of Oakland; (2) on real property outside the City of Oakland if the property is owned by the City or if the City has a right to occupy the property, and if the contract’s presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or subgrantees of Grantee.

The Equal Benefits Ordinance requires, among other things, submission of the Equal Benefits Declaration of Nondiscrimination attached hereto as **Schedule N-1** and incorporated herein by reference.

## 27. Minimum Wage Ordinance

Grantee shall comply with Oakland’s Minimum Wage law set forth in Chapter 5.92 of the Oakland Municipal Code (“O.M.C.”).

Oakland Minimum Wage law requires that Employers (as defined therein) pay Employees (as defined therein) no less than the Oakland’s minimum wage rate for each hour worked within the geographic boundaries of the City Oakland. Oakland’s Minimum Wage Law also requires paid sick leave for Employees and payment of service charges collected for their services.

Employers must notify employees of the annually adjusted rates by December 15<sup>th</sup> of each year and prominently display notices at the job site.

28. Political Prohibition

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

29. Religious Prohibition

Grantee shall not use the grant funds awarded under this agreement for religious worship, instruction, or proselytization.

30. Business Tax Certificate or Exemption

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

31. Abandonment of Grant

The City may abandon or indefinitely postpone this Grant at any time. Should the Grant be abandoned, the City shall pay Grantee for all services performed thereto in accordance with the terms of this Agreement.

32. Relationship of Parties

The relationship of the City and Grantee is solely that of a grantor and grantee of funds, and should not be construed as a joint venture, equity venture, partnership, or any other relationship. The City does not undertake or assume any responsibility or duty to Grantee (except as provided for herein) or to any third party with respect to the Work performed under this Agreement. Except as the City may specify in writing, Grantee has no authority to act as an agent of the City or to bind the City to any obligation.

33. Warranties

Grantee represents and warrants: (1) that it has access to professional advice and support to the extent necessary to enable Grantee to fully comply with the terms of this Agreement including using Grant proceeds to regrant funds as contemplated by Section 2 above; (2) that it is duly organized, validly existing and in good standing under the laws of the State of California; (3) that it has the full power and authority to enter into and perform its obligations under this Agreement; (4) that there are no pending or threatened actions or proceedings

before any court or administrative agency which may substantially affect the financial condition or operation of the Grantee, other than those already disclosed to the City; and (5) that the person executing and delivering this Agreement is authorized to execute and deliver such document on behalf of Grantee.

34. Unavoidable Delay in Performance

The time for performance of provisions of this Agreement by either party shall be extended for a period equal to the period of any delay directly affecting this Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of a public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; suits filed by third parties concerning or arising out of this Agreement; or unseasonable weather conditions. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within ten calendar days from the commencement of the cause. The time for performance under this Agreement may also be extended for any reason by the mutual written agreement of the City and Grantee.

35. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is approved as to form and legality by the Office of the City Attorney and signed by the City Administrator or his or her designee.

36. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law or expressly governed by federal law.

37. Notice

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

City  
City of Oakland  
Human Services Department  
150 Frank H. Ogawa Plaza  
Oakland, CA 94612  
Attn: Sandra Taylor

Grantee  
Oakland Unified School District  
1000 Broadway, Oakland CA 94607  
Attn: Michelle Oppen

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

38. Entire Agreement of the Parties

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

39. Amendments and Modifications

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

40. Waiver

Any waiver by the City of an obligation in this Agreement must be in writing and must be executed by an authorized agent of the City. No waiver should be implied from any delay or failure by the City to take action on any breach or event of default of Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement will not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Grantee should not be construed to be a consent to any other act or omission or to waive the requirement for the City's written consent to future waivers.

41. Other Agreements

Grantee represents that it has not entered into any agreements that are inconsistent with the terms of this Agreement. Grantee may not enter into any agreements that are inconsistent with the terms of this Agreement without an express written waiver by the City.

42. Severability/Partial Invalidity

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

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

#### 43. Commencement, Completion and Close-out

It shall be the responsibility of Grantee to coordinate and schedule the Work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement. Any extension of time provided to enable Grantee to complete the Work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. If Grantee fails to complete the Work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the Work to be performed under this Agreement, Grantee shall make a determination of any and all final costs due under this Agreement and shall submit a request for final payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. If Grantee fails to timely submit a complete and accurate request for final payment, the City shall be relieved of any further obligations under this Agreement, including without limitation any obligation for payment of Work performed or payment of claims by Grantee.

#### 44. Consents and Approvals

Any consent or approval required under this Agreement may not be unreasonably withheld, delayed, or conditioned.

#### 45. Inconsistency

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

#### 46. Counterparts

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to electronically sign and transmit this Agreement (whether by facsimile, PDF, email or other electronic transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

47. Exhibits

The following exhibits and schedules are attached to this Agreement and are hereby incorporated herein by reference:

- Schedule A: Scope of Work and Budget
- Schedule C-1: Compliance with ADA
- Schedule K: Pending Dispute Disclosure Form
- Schedule N: Declaration of Compliance with Living Wage
- Schedule N-1: Equal Benefits, Declaration of Nondiscrimination
- Schedule Q: Insurance Requirements

48. Authority:

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

**[SIGNATURES ON NEXT PAGE]**

**“CITY”**

**CITY OF OAKLAND**, a municipal corporation

By: \_\_\_\_\_  
City Administrator (date)

Approved for forwarding:

By: \_\_\_\_\_  
Department Head (date)

\_\_\_\_\_  
Resolution Number

Approved as to form and legality:

By: \_\_\_\_\_  
Deputy City Attorney

**“GRANTEE”**

**Oakland Unified School District**, a California public entity

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

Print Name: Shanthy Gonzales

Title: President, Board of Education

Date: 11-18-2021

Approved as to form by OUSD Staff Attorney  
Joanna Powell on 10/22/21.

*Joanna J. Powell*

**[END OF AGREEMENT]**



Schedule A

**OUSD Central Kitchen, Education Center and Instructional Farm Partnership with City of Oakland SSB Tax Funding**

**July 1, 2021- June 30, 2023**

**Objective 1:** Students, staff, and families engage in relevant, hands-on, standards-aligned environment, food, and garden education in the classroom, the living schoolyard, the school garden, the cafeteria, The Center, the community, and at home.

Activities	Timeline	Outcomes	Measurement
<p>1) Develop and implement comprehensive program for Title I Elementary Schools (39 schools) including the following:</p> <ul style="list-style-type: none"> <li>- Harvest of the Month (HOM) items on the cafeteria menu, grown in the garden, seeds supplied to families, served as snack/taste test (3x week) and featured in lessons.</li> <li>- California Thursdays (featuring HOM items) promoted on school menus and featured in lessons.</li> <li>- Breakfast in the Classroom at all schools.</li> <li>- Stipended Staff Food Champions at all schools</li> <li>- Stipended Garden Steward at all schools</li> <li>- FoodCorps Service Member at 16 schools.</li> </ul>	<p>7/21-6/23; Ongoing</p>	<ul style="list-style-type: none"> <li>- Students knowledge, attitudes and beliefs about Environment, Food and Gardens improves</li> <li>- Students taste the Harvest of the Month, CA Thursdays and BIC items and like them.</li> <li>- Meal participation increases</li> <li>- Food Champions are engaged in promoting programs</li> </ul>	<ul style="list-style-type: none"> <li>- Dashboard for tracking menus, participation and education strategies</li> <li>- California Healthy Kids Survey</li> <li>- Pre/Post EATS survey</li> <li>- “Like It” Tracking Tool</li> <li>- Meal participation data</li> <li>- Food Champion Activity Logs</li> </ul>
<p>2) Develop 3rd grade and 6th grade EFG Education Framework</p> <ul style="list-style-type: none"> <li>- Collaborate around teacher professional learning communities to identify core-aligned (e.g. Science and History) lessons, curriculum and implementation strategies.</li> <li>- Third grade field trips to The Center are piloted.</li> <li>- 6th grade field trips to The Center are piloted.</li> </ul>	<ul style="list-style-type: none"> <li>- Third Grade: 10/21-6/22</li> <li>- Sixth Grade: 7/22- 6/23</li> </ul>	<ul style="list-style-type: none"> <li>- Teachers feel engaged and collaborated with.</li> <li>- Third grade field trips successfully take place</li> <li>- Sixth grade field trips successfully take place</li> </ul>	<ul style="list-style-type: none"> <li>- Teacher participation in the PLC</li> <li>- Teacher feedback in the PLC</li> <li>- Number of students who visit the Center</li> <li>- Number of students who had positive experience at The Center</li> </ul>
<p>3) Enhance Oakland Food Lab High School Internship and explore other summer programming</p> <ul style="list-style-type: none"> <li>- Take lessons learned from the inaugural summer 2021 internship and plan for expansion summer 2022.</li> <li>- Establish 3 strands of internship: Environment, Food (Nutrition Ed and Culinary Arts) and Garden/Farm with local Oakland partners.</li> <li>- Further develop and implement the “Challenge”--student competition to produce a recipe and meal that follows USDA guidelines and could go on school menu.</li> <li>- Explore year round Oakland Food Lab Internship for 2022-23 school year.</li> <li>-Explore middle and elementary school summer programming on site or at partner sites</li> </ul>	<p>- 10/21-9/23</p>	<ul style="list-style-type: none"> <li>- Students knowledge, attitudes and behavior change around environmental literacy, food education and behavior; garden experience and knowledge</li> <li>- Students participate in the “Challenge” and all targeted competencies</li> <li>- Students professionally show up on time, meet deliverables, earn stipend</li> </ul>	<ul style="list-style-type: none"> <li>- Pre and Post Surveys</li> <li>- Results of the Challenge</li> <li>- Attendance records, student observations and reviews</li> </ul>

**Objective 2** The Center and partners support schools in addressing food/nutrition insecurity by providing access to healthy food for students, families, and community members through the school meal program, the school garden, food recovery programs, food pantries, produce distribution, and other events.

Activities	Timeline	Outcomes	Measurement
<p>1) Implement systems for developing, maintaining and improving school site gardens and The Center instructional garden to increase hands-on learning opportunities and access to healthy, locally grown food.</p> <ul style="list-style-type: none"> <li>- Establish the food champion, garden steward and Foodcorps program to support garden and food distribution programs at school sites.</li> <li>- Establish the on site instructional garden and farm at The Center.</li> <li>- Engage and implement systems through the OUSD Garden Toolkit, connected to our Greenhouse Seed and Start program, soil and compost pick up and garden upgrades.</li> <li>- Harvest of the Month and other produce harvested and distributed to students, families and staff on a regular basis.</li> </ul> <p>2) Establish on site and school site produce and healthy food distribution for families through direct partnerships with the Food Bank, local farmers and local non-profit organizations</p>	7/21-9/23	<ul style="list-style-type: none"> <li>- Thriving gardens at every school, aligned with Center instructional garden</li> <li>- Center instructions; garden thriving as hands on learning experience for students and as model garden for school site staff and community.</li> <li>- Farm development in process by Spring 2022.</li> <li>- Thriving produce stand and produce boxes at The Center and at school sites, featuring Harvest of the Month items.</li> </ul>	<ul style="list-style-type: none"> <li>- Garden Impact Photo Slideshows (by school site)</li> <li>- Weight of produce harvested at the Center and at school sites, documentation of distribution plans</li> <li>- Farm RFP in place</li> <li>-Amount of produce and fresh food distributed to families</li> </ul>

**Objective 3** The Center is student driven.

Activities	Timeline	Outcomes	Measurement
<p>1) Continue and further develop Student Advisory Council</p> <ul style="list-style-type: none"> <li>- Recruit students representative of age, school site, neighborhood, ethnicity, gender</li> <li>- Meet at least quarterly throughout the school year</li> <li>- Recruit former interns as youth leaders for Student Advisory Council</li> <li>- Provide input and feedback into school menus (food critics)</li> <li>- Provide critical feedback into school and Center-based programs by using data, experience and voice.</li> </ul>	10/21-9/23	<ul style="list-style-type: none"> <li>- Diverse student representatives engaged in meetings</li> <li>- A school food menu and program plan that reflects Oakland youth voice</li> </ul>	<ul style="list-style-type: none"> <li>- Meeting Participation and minutes</li> <li>- Surveys</li> <li>- Revised menus</li> </ul>

**Objective 4** Partner with City of Oakland around large-scale evaluation efforts for SSB Tax Funding and prompt reporting and invoicing.

Activities	Timeline	Outcomes	Measurement
<p>1. OUSD will respond to questions and provide information, including measurement tools and results from activities shown above, as needed for the City's SSB Evaluators, Mathematica.</p>	<p>7/21-6/23</p>	<p>-Connection to City of Oakland's SSB Tax Evaluation Structure -Outcomes connected to scope of work</p>	
<p>2. Submit progress reports and invoices on a bi-annual basis.</p>	<p>Submission Dates: 1/1/22 7/1/22 1/1/23 7/1/23</p>	<p>-Prompt reports and invoices</p>	

Schedule B

Scope of Work ●- BUDGET for Central Kitchen Food Education & Community Program		
FY21 + FY22 FUNDING OUSD – July 1, 2021 – June 30, 2023		
PERSONNEL	Year 1	Year 2
Agency Positions – Name – FTE Annual Salary (with benefits)	Total Project Budget	Total Project Budget
Menu and Marketing Manager (.33 of 1 FTE)	\$50,000	\$50,000
Central Kitchen Instructional Garden and Farm Coordinator (.33 of 1 FTE)	\$50,000	\$50,000
Summer Program Manager for internships and other summer programming(.5 FTE)	\$60,000	\$60,000
<b>PERSONNEL TOTAL</b>	<b>\$160,000</b>	<b>\$160,000</b>
DIRECT COSTS	Year 1	Year 2
	Total Project Budget	Total Project Budget
Stipends for Education and Community Programming (FoodCorps, Wellness Champions, Youth Interns and Teacher Leaders)	\$100,000	\$100,000
Harvest of the Month fruits and vegetables for students	\$90,000	\$90,000
Marketing Campaign Materials: Water promotion, Harvest of the Month, CA Thursdays (posters for cafeterias and classrooms, giveaway items, etc)	\$125,000	\$125,000
Dashboard Development for Evaluation and Tracking	\$25,000	\$25,000
<b>DIRECT COST TOTAL</b>	<b>\$340,000</b>	<b>\$340,000</b>
<b>TOTAL</b>	<b>\$500,000</b>	<b>\$500,000</b>

# Combined Grants Schedules



Project Name: Youth Diversion/Central Kitchen

Business Name Oakland Unified School District Phone 510.879-8535 Email joanna.powell@ousd.org

Address 1000 Broadway Suite 300 City Oakland State CA Zip 94607 Federal ID # 94-6000385

City of Oakland Business License Number N/A Completed by: Anjanette Duckworth/Hattie Tate Phone if different (510) 295-5375

## **Schedule C-1 – (Declaration of Compliance with the Americans with Disabilities Act)**

I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

## **Schedule K – (Pending Dispute Disclosure)**

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please check one)**  Yes  No
- If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_  
 Administering Department/Division: \_\_\_\_\_ Issues: \_\_\_\_\_
- (check)** *Additional Disputes listed on Attachment*

## **Schedule N - (Living Wage – Declaration of Compliance)** *Grants accumulating over \$100K, Grants under \$100K mark N/A*

**Employment Questionnaire:** Please respond to the following questions:

Responses

Employment Questionnaire: Please respond to the following questions:	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	4,805
(2) How many of your permanent employees are paid above the Living Wage rate?	4,805
(3) How many of your permanent employees are paid below the Living Wage rate?	0
(4) Number of compensated days off per employee? (Refer to item “a” above)	10-25 days
(5) Number of trainees in your company?	N/A
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	N/A

**Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination) Grants accumulating over \$25K, Grants under 25K mark N/A**

**Section A. Grantee Information**

- (1) Are you an EBO certified firm (Please check one)  Yes  No (if yes, please attached certificate and skip Schedule N-1)  
 (2) Approximate Number of Employees in the U.S. <sup>4800</sup> \_\_\_\_\_ (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please check one)  Yes  No (4) Union name(s) AFSCME, BCTC, CSEA, OEA, SEIU, TEAMSTERS, UAOS

**Section B. Compliance**

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one)  Yes  No  
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please check one)  Yes  No

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement (Pension, 401K, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bereavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Assistance Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relocation & Travel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

**Schedule P – (Nuclear Free Zone - Ordinance 11478 C.M.S.)**



I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.



I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because: \_\_\_\_\_

**Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)**

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:JP**

**Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. **Initial:JP**

**Affirmative Action** - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:JP**

**By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.**

**Name of Individual:** Joanna Powell

**Title:** Staff Attorney

**Signature:**



**Date:** 6/11/21

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>



## LABOR MANAGEMENT AND EMPLOYEE RELATIONS

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### Schedule V. (Supplemental Response)

On May 27, 2021, the District received the attached Letter of Determination from the U.S. Equal Employment Opportunity Commission ("EEOC"). The District has agreed to participate in conciliation/ADR through the EEOC.

Enclosure:

[Letter of Determination](#)





U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Oakland Local Office

1301 Clay Street, Suite 680-N  
Oakland, CA 94612  
Intake Information Group: (800) 669-4000  
Intake Information Group TTY: (800) 669-6820  
Oakland Direct Dial: (510) 956-0004  
FAX (510) 637-3235  
Website: [www.eeoc.gov](http://www.eeoc.gov)

Via email to [jenine.lindsey@ousd.org](mailto:jenine.lindsey@ousd.org)

Charge No. 555-2015-00937

Erica Noble  
2608 Grant Street  
Berkeley, CA 94703

Charging Party

Oakland Unified School District  
1000 Broadway, Suite 295  
Oakland, CA 94607

Respondent

**DETERMINATION**

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the subject charge filed under the Americans with Disabilities Act of 1990, as amended (ADA). All jurisdictional requirements have been met.

Charging Party alleges that she was not hired because of her disability.

Respondent denies Charging Party's allegations.

The evidence shows that there is reasonable cause to believe the Respondent failed to hire the Charging Party as a Teacher for the Deaf and Hard of Hearing class because of her disability, in violation of the ADA.

Upon finding that there is reason to believe that violations have occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation (i.e., settlement). Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. If you wish to participate in conciliation, please email Steven Hunt at [steven.hunt@eeoc.gov](mailto:steven.hunt@eeoc.gov) within 10 calendar days from the date of this letter.

When the Respondent declines to enter into conciliation discussions, or when the Commission's representative for any reason is unable to secure a settlement acceptable to the Commission, the Commission shall so inform the parties in writing and advise them of the court enforcement alternative available to the Charging Party and the Commission. The confidentiality provisions of the statute and Commission Regulations apply to information discussed or given during conciliation.

On Behalf of the Commission:

**Steven Hunt**

Digitally signed by Steven Hunt  
Date: 2021.05.27 14:44:49  
-07'00'

05/27/2021

DATE

Steven Hunt  
Local Office Director

### SCHEDULE E PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.

Date \_\_\_\_\_



**Note:**  
The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

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

Signed: \_\_\_\_\_

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

\* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

\*\* (M = Male) (F = Female)

**SCHEDULE W**  
**BORDER WALL PROHIBITION**

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, Joanna Powell, the undersigned, a  
(Name)  
Staff Attorney of Oakland Unified School District  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

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

Joanna Powell Joanna L. Powell 6/25/21  
(Printed Name and Signature of Business Owner) (Date)  
Oakland Unified School District 1000 Broadway, Ste. 300, Oakland CA 94607  
(Name of Business Entity) (Street Address City, State and Zip Code)  
  
\_\_\_\_\_  
(Name of Parent Company)

WC-2530	<b>CERTIFICATE OF COVERAGE</b>			06/25/2021	
<p><b>PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT</b></p> <p>C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER</p>				
	<p>IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>				
	<p>COVERAGE AFFORDED BY: <b>A - See attached schedule of insurers</b></p>				
<p><b>Member:</b> OAKLAND UNIFIED SCHOOL DISTRICT ATTN: REBECCA LITTLEJOHN 1000 BROADWAY SUITE 440 OAKLAND, CA 94607</p>	<p>COVERAGE AFFORDED BY: <b>B</b></p>				
	<p>COVERAGE AFFORDED BY: <b>C</b></p>				
	<p>COVERAGE AFFORDED BY: <b>D</b></p>				
<p><b>Coverages</b> THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.</p>					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	<p>WORKERS' COMPENSATION: Difference between Statutory and Member's \$500,000 Retention</p> <p>EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention</p>
<b>LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.</b>					
<p>Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN OAKLAND UNIFIED SCHOOL DISTRICT AND CITY OF OAKLAND FOR OFCY FUNDS.</p> <p>THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST CITY OF OAKLAND. PURSUANT TO ENDORSEMENT NUMBER U-2.</p>					
<p><b>Certificate Holder</b></p> <p>CITY OF OAKLAND 150 FRANK OGAWA PLZ, 4TH FL OAKLAND, CA 94612</p>			<p><b>Cancellation</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.</p>		
			<p>AUTHORIZED REPRESENTATIVE</p> <p></p> <p>Public Risk Innovation, Solutions, and Management</p>		

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION PROGRAM  
2021/2022 SCHEDULE OF INSURERS  
OAKLAND UNIFIED SCHOOL DISTRICT**

PROVIDER	MEMORANDUM/ POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 21 EWC- 158	Workers' Compensation and Employers' Liability: \$2,500,000 each accident/each employee for disease  (Difference between \$2,500,000 and the individual member's retention)
Safety National Casualty Corporation	SP 4064889	Workers' Compensation: Statutory each accident/each employee for disease excess of \$2,500,000  Employers Liability: \$2,500,000 each accident/each employee for disease excess of \$2,500,000

**ENDORSEMENT NO. U-2**  
**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**  
**EXCESS WORKERS' COMPENSATION**  
**WAIVER OF SUBROGATION ENDORSEMENT**

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. **SUBROGATION**: In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:** **Memorandum No.:** PRISM 21 EWC-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 25, 2021

  
\_\_\_\_\_  
Authorized Representative  
Public Risk Innovation, Solutions, and Management

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			<p>AUTHORIZED REPRESENTATIVE</p> <p><i>Gina Dean</i></p> <p>Public Risk Innovation, Solutions, and Management</p>		

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION PROGRAM  
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PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION**

**WAIVER OF SUBROGATION ENDORSEMENT**

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**Issued to:** ALL MEMBERS

**Issue Date:** June 25, 2021

  
\_\_\_\_\_  
Authorized Representative  
Public Risk Innovation, Solutions, and Management

# MISSING EXECUTED LEGISLATION FORM

Resolution / Ordinance Number: 88718

City Council Meeting Date JUN 24 2021

Agenda Item No. 5.2

Recorded Vote 6 Ayes, 2 Noes, 1 Abs

**Status of Resolution/Ordinance:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Filed without signature | <input type="checkbox"/> No signed version will be filed |
| <input type="checkbox"/> Council amended legislation        | <input type="checkbox"/> No signed version will be filed |

**Author Contact Information:**

Department Finance Department

Contact Person/Ext. \_\_\_\_\_

Notes (if any)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DRAFT**

City Attorney's Office

## OAKLAND CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ C.M.S.

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**RESOLUTION AUTHORIZING THE USE OF ONE-TIME REVENUES TO BALANCE THE FISCAL YEARS 2021-23 BIENNIAL BUDGET PURSUANT TO SECTION 1, PART D OF THE CITY OF OAKLAND CONSOLIDATED FISCAL POLICY (ORDINANCE NO. 13487 C.M.S.)**

**WHEREAS**, the City's local economy and ongoing tax and fee revenues were severely and negatively impacted by the COVID-19 pandemic; and

**WHEREAS**, the City Council desires to provide to the residents the highest service level possible with existing ongoing and one-time revenues; and

**WHEREAS**, in May 2021, the United States Congress passed, and President Biden signed into law the American Rescue Plan Act ("ARPA") providing the City with One Hundred Ninety-Two Million, Eighty-Four Thousand, One Hundred Five Dollars (\$192,084,105) in one-time funds that can be used for replacement of lost revenue due to the impact of COVID-19 on the local economy; and

**WHEREAS**, it is necessary to use One Hundred Thirty-Three Million Dollars (\$133,000,000) of ARPA funds to replace lost revenue, fund ongoing expenses, and balance the FY 2021-23 Biennial Budget; and

**WHEREAS**, it is necessary to use \$[insert amount] million in one-time revenues of one-time funds from other sources to fund ongoing expenses and balance the FY 2021-23 Biennial Budget; and

**WHEREAS**, the City Council has determined it is necessary to use one-time revenues during Fiscal Years 2021-23 to sustain the ongoing service; now therefore be it

**RESOLVED:** That the City Council hereby authorizes the use of one-time funds to balance the FY 2021-23 Biennial budget and sustain City services; and be it

**FURTHER RESOLVED:** That this Resolution shall take effect immediately upon its passage.

3063269v1

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - GALLO, KALB, KAPLAN, REID, TAYLOR, THAO, AND PRESIDENT FORTUNATO BAS

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

ASHA REED

City Clerk and Clerk of the Council of the  
City of Oakland, California